

14-1

Atom SMSF General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Residential) (77200)					
<u>12 Denali Street, Holmview QLD, Australia (12Denali)</u>					
01/07/2021	Opening Balance	1.00			1,550.00 DR
30/09/2021	TRANSACT FUNDS TFR TO HANDOVERS COM PTY TD	0.00	385.00	15-1	1,935.00 DR
30/09/2021	TRANSACT FUNDS TFR TO MORGAN CONLEY SOLI TD	0.00	53,000.00	15-2	54,935.00 DR
14/10/2021	TRANSACT FUNDS TFR TO HARMONY LAWYERS PT TD	0.00	330.00	15-4	55,265.00 DR
20/10/2021	SETTLEMENT RW	0.00	134,189.35	15-2	189,454.35 DR
20/10/2021	T/up settlement adjustments Rates \$512.18 Water -\$186.45 Land tax \$1889.15	0.00		512.18 15-2	188,942.17 DR
20/10/2021	T/up settlement adjustments Rates \$512.18 Water -\$186.45 Land tax \$1889.15	0.00	186.45	15-2	189,128.62 DR
20/10/2021	T/up settlement adjustments Rates \$512.18 Water -\$186.45 Land tax \$1889.15	0.00		1,889.15 15-2	187,239.47 DR
25/10/2021	Better Mortgage loan funding	0.00	378,000.00	16-1	565,239.47 DR
26/10/2021	Transfer from Gadens Lawyers	0.00		251.35 16-1	564,988.12 DR
08/11/2021	OWNIT 167053 50 - settlement refund	0.00		1,894.57	563,093.55 DR
30/06/2022	Revaluation - 30/06/2022 @ \$610,000.000000 (Net Asset Value) - 1.000000 Units on hand		45,011.88	15-2	608,105.43 DR
30/06/2022	Revaluation - 30/06/2022 @ \$610,000.000000 (Net Asset Value) - 1.000000 Units on hand		1,894.57		610,000.00 DR
		1.00	612,997.25	4,547.25	610,000.00 DR

15-50p \$1000
L \$500

Total Debits: 612,997.25
Total Credits: 4,547.25

Valuation
@ 14-3

14-2

Comparative Market Analysis

@realty



12 DENALI STREET HOLMVIEW QLD 4207

Prepared on 21st July 2022

@REALTY

Head Office, Level 11, 50 Cavill Ave
SURFERS PARADISE QLD 4217

m: 0406 521 370

karenmoke@atrealty.com.au

The Proprietor
12 Denali Street
Holmview QLD 4207

21st July 2022

Dear Sir/Madam,

Thank you for the opportunity to appraise your property at 12 Denali Street, Holmview QLD 4207. Careful consideration has been taken to provide you with an appraisal for your property in today's market conditions.

To establish a market value, I have carefully considered the premises, size, location, along with current market conditions and similar properties recently sold or currently on the market.

The report indicates a market value of \$590,000 to \$630,000 for your property based on comparable properties. If you were to list I would market at Low to Mid \$600's .

Should you have any questions relating to the information contained within this appraisal, please do not hesitate to contact me on the details below.

If I can be of any further assistance, please do not hesitate to contact me on the details below. I look forward to working with you to achieve your real estate goals.

Yours Sincerely,

@REALTY
karenmoke@atrealty.com.au
m: 0406 521 370

Median \$610,000

Comparables Map: Sales & Listings



Map data ©2022

Comparables Map: Sales



Marker	Address	Bedrooms	Bathrooms	Car Spaces	Price
1	4 DENALI STREET HOLMVIEW QLD 4207	4	2	2	\$597,500
2	65 RIDGEVALE BOULEVARD HOLMVIEW QLD 4207	4	2	2	\$618,000
3	1 BELYANDO STREET HOLMVIEW QLD 4207	4	2	2	\$626,000
4	64 RIDGEVALE BOULEVARD HOLMVIEW QLD 4207	4	2	2	\$600,000
5	24 DERWENT CLOSE HOLMVIEW QLD 4207	4	2	2	\$620,000



* This data point was edited by the author of this CMA and has not been verified by CoreLogic

Map data ©2022

Comparable Sales

📍 4 DENALI STREET HOLMVIEW QLD 4207

Sold Price

\$597,500

🏠 4 🚗 2 🚘 2 📏 400m² 🏠 145m²



Same size land

Same street as your property

Property Insights

Sold Date	08-Jun-22	Distance	0.06km
DOM	8 days	Year Built	2021

First Listing
OFFERS INVITED

Last Listing
OFFERS INVITED



RS = Recent sale UN = Undisclosed Sale * This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparable Sales

2 65 RIDGEVALE BOULEVARD HOLMVIEW QLD 4207



4 2 2 448m² 149m²
 Year Built 2013 DOM 14
 Sold Date 14-Jun-22 Distance 0.39km
 First Listing \$600K + Offers
 Last Listing \$600K + Offers

Sold Price \$618,000

3 1 BELYANDO STREET HOLMVIEW QLD 4207



4 2 2 443m² 136m²
 Year Built 2016 DOM 13
 Sold Date 02-Jun-22 Distance 0.39km
 First Listing Low - Mid \$600,000's
 Last Listing Low - Mid \$600,000's

Sold Price \$626,000

4 64 RIDGEVALE BOULEVARD HOLMVIEW QLD 4207



4 2 2 350m² 148m²
 Year Built 2018 DOM 33
 Sold Date 14-May-22 Distance 0.44km
 First Listing High \$500,000's - Low \$600,000's
 Last Listing High \$500,000's - Low \$600,000's

Sold Price \$600,000

5 24 DERWENT CLOSE HOLMVIEW QLD 4207



4 2 2 448m² 147m²
 Year Built 2017 DOM 28
 Sold Date 05-May-22 Distance -
 First Listing Mid \$600,000
 Last Listing Mid \$600,000

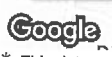
Sold Price \$620,000

DOM = Days on market RS = Recent sale UN = Undisclosed Sale * This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparables Map: Listings



				DOM	
1 31 SANDOVER CIRCUIT HOLMVIEW QLD 4207	4	2	2	58	\$599,000
2 1 BELYANDO STREET HOLMVIEW QLD 4207	4	2	2	13	Low - Mid \$600,000's
3 4 SAMFORD DRIVE HOLMVIEW QLD 4207	4	2	2	21	573,000+
4 1 BINDRA STREET HOLMVIEW QLD 4207	4	2	2	77	By Negotiation
5 7 BABICH COURT HOLMVIEW QLD 4207	4	2	2	15	Offers Above \$550,000
6 4 ROTHBURY AVENUE HOLMVIEW QLD 4207	4	2	2	31	Offers above \$550K



Map data ©2022

* This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparable Listings

1 31 SANDOVER CIRCUIT HOLMVIEW QLD 4207



4 2 2 313m² 118m²
 Year Built 2014 DOM 58 days
 Listing Date 24-May-22 Distance 0.29km
 Listing Price \$599,000

2 1 BELYANDO STREET HOLMVIEW QLD 4207



4 2 2 443m² 136m²
 Year Built 2016 DOM 13 days
 Listing Date 21-May-22 Distance 0.39km
 Listing Price Low - Mid \$600,000's

3 4 SAMFORD DRIVE HOLMVIEW QLD 4207



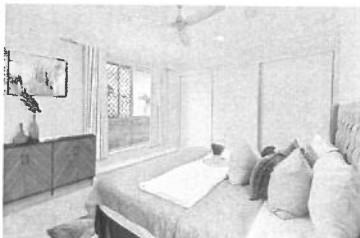
4 2 2 448m² 157m²
 Year Built 2017 DOM 21 days
 Listing Date 30-Jun-22 Distance 0.41km
 Listing Price 573,000+

4 1 BINDRA STREET HOLMVIEW QLD 4207



4 2 2 427m² 145m²
 Year Built 2015 DOM 77 days
 Listing Date 05-May-22 Distance 0.57km
 Listing Price By Negotiation

5 7 BABICH COURT HOLMVIEW QLD 4207



4 2 2 449m² 131m²
 Year Built 2011 DOM 15 days
 Listing Date 06-Jul-22 Distance 0.81km
 Listing Price Offers Above \$550,000

DOM = Days on market * This data point was edited by the author of this CMA and has not been verified by CoreLogic

Comparable Listings

6 4 ROTHBURY AVENUE HOLMVIEW QLD 4207



4 2 2 552m² 126m²
Year Built 2013 DOM 31 days
Listing Date 20-Jun-22 Distance 0.86km
Listing Price Offers above \$550K

DOM = Days on market * This data point was edited by the author of this CMA and has not been verified by CoreLogic

Disclaimer

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Handovers.Com Pty Ltd ABN 83 065 388 641
P 1300 131 041 F 07 3880 0794
E enquiries@handovers.com
PO Box 705 Redcliffe Qld 4020
QBCC Licence No: 69903
HIA Member No: 220940

15.1

TAX INVOICE

Job No: 68877
Invoice No: 77449
Invoice Date: 30/09/2021
To: Atom Property Pty Ltd
Unit 31 / 302 Christine Ave, Varsity Lakes QLD, 4227

Description	Amount
1 inspection for Lot 47 12 Denali Street, Holmview, 4125, Qld	\$385.00
	GST: \$35.00
	Total Inc. GST: \$385.00
	Amount Applied:
Please pay on invoice. No statement will be issued.	Balance Due: \$385.00
	Due Date: 30/09/2021

Internet Banking Details:-

Account Name: Handovers.com Pty Ltd
Bank: Bank of Queensland
BSB No: 124013
Account No: 10185696
Please identify payment with Job number

If paying by credit card:-

Please call 1300 131 041

Credit card payments attract 1.5% surcharge

If paying by cheque:-

Please make cheque payable to:
Handovers.com Pty Ltd and mail
with the payment advice below to:
PO Box 705 Redcliffe Qld 4020

PAYMENT ADVICE

To: Handovers.Com Pty Ltd
PO Box 705 Redcliffe Qld 4020

Customer: Atom Property Pty Ltd

Job No: 68877

Invoice No: 77449

Balance Due: \$385.00

Due Date: 30/09/2021

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SETTLEMENT STATEMENT *Final*

Matter: Atom Property Pty Ltd Purchase From Mercer & Cooper Holdings Pty Ltd ATF The Mercer & Cooper (167053)
Property: 12 Denali Street, Holmview QLD 4207
Adjustment Date: 25 October 2021
Settlement Date: 25 October 2021
Settlement Place: PEXA Property Exchange Australia
Settlement Time: 2:30PM

	Amount (\$)
Contract Price	540,000.00
Less Deposit <i>Pd 2021 FY 1000</i>	54,000.00
<i>2022 FY 53000</i>	-----
	486,000.00
Less Release Fees	
Vendor allows 1 x Discharge of Mortgage @ \$197.00	197.00

	485,803.00
Plus Council Rates	
\$654.45 for the period 01 October 2021 to 31 December 2021 Proportion being 67 / 92 days	476.61

	486,279.61
Plus Land Tax	
\$2725.45 for the period 01 July 2021 to 30 June 2022 Proportion being 248 / 365 days	1,851.81

	488,131.42
Less Buyer rebooking fee	50.00

	488,081.42
Less water usage	194.70

	487,886.72

CONTRACT BALANCE	\$487,886.72

ADDITIONAL REQUIREMENTS AT SETTLEMENT

Balance at Settlement	487,886.72
Plus Ownit Conveyancing and Outlays	1,222.37
Plus Transfer Duty	17,325.00
Less Available loan funds	373,629.31
Plus Bank Cheque Fees	40.00
Less funds held in trust	134,739.35
Plus surplus funds	1,894.57

TOTAL	\$0.00

15.3

PAYEE

1. Logan City Council	1,249.81
2. Deputy Commissioner of Taxation	37,800.00
3. Commissioner of State Revenue	2,725.45
4. Morgan Conley Solicitors Pty Ltd	849.72
5. Avanti Project Marketing Pty Ltd	49,500.00
6. Macgregor O'Reilly Nash Solicitor Trust Account	395,761.74

TOTAL

\$487,886.72
(unallocated: \$0.00)

Prepared By: Ownit
Date & Time: 3-11-2021 11:12AM



TAX INVOICE

Mr A & Mrs T Mallet

Invoice Date
11 October 2021

Invoice Number
1586

Our Reference
JD:21/536

Harmony Lawyers
ABN: 12626391482

PO Box 4456
Ashmore QLD 4214

T: 07 5699 8247
F: 07 5597 0490
info@harmonylawyers.com.au

Guarantor Advice

Amount	GST	Invoice Balance
\$300.00	\$30.00	\$330.00

Trust Balance
\$0

BALANCE DUE: \$330.00

PAYMENT ADVICE

Payment by EFT/Direct Deposit:

Please pay to the below bank details using reference JD:21/536:

Harmony Lawyers Pty Ltd
Westpac Banking Corporation
BSB: 034154
A/C Number: 274800

Payment within 7 days of invoice date

Please see attached schedule for details of Professional Costs and Disbursements

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Professional Fees

Date	Description	Amount	GST
12/10/2021	To our professional fee of and incidental to your matter being the provision of guarantor advice. All care and consideration, our fee:	\$300.00	\$30.00
		\$300.00	\$30.00

STATUTORY NOTICES

Form 2

Legal Profession Act 2007 (s331(3))

FORM OF NOTIFICATION OF CLIENT'S RIGHTS

Your rights in relation to legal costs

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

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

There may be other avenues available in your State or Territory (such as mediation).

For more information about your rights, please read the fact sheet titled 'Your right to challenge legal costs'. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website at www.qls.com.au).

Payment to be made within 7 days of invoice date

Statement charge:

A charge of \$45 will apply to all statements issued for unpaid bills.

Interest payable:

Interest is payable on all unpaid invoices at the rate that is specified as the maximum allowable rate under the *Legal Profession Act 2007* as at the date of this invoice.

Contract for Houses and Residential Land

Fifth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 25-06-2021

SELLER'S AGENT

NAME:	Wealth Seekers Property Services Pty Ltd		
ABN:		LICENCE NO:	4176923
ADDRESS:			
SUBURB:	STATE:	POSTCODE:	
PHONE:	MOBILE:	FAX:	EMAIL:

SELLER

NAME:	Mercer & Cooper Holdings Pty Ltd ATF The Mercer & Cooper		ABN:	ACN: 626 455 490
ADDRESS:	PO BOX 726			
	Level 1, 12 Grice Avenue			
SUBURB:	Paradise Point	STATE:	QLD	POSTCODE: 4216
PHONE:	MOBILE:	FAX:	EMAIL:	
07 5626 9090	0400 900 555		mercercooper@mercercooper.com.au	


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

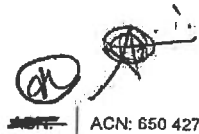
SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	Morgan Conley Solicitors Pty Ltd			
REF:	CONTACT:	Tayla Benvenuti		
ADDRESS:	Level 6, 239 George Street (GPO Box 34, Brisbane QLD 4001)			
SUBURB:	Brisbane	STATE:	QLD	POSTCODE: 4000
PHONE:	MOBILE:	FAX:	EMAIL:	
07 3236 0707		07 2336 0717	tayla.benvenuti@morganconley.com.au	

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





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BUYER

NAME:	ATOM PROPERTY PTY LTD			ACN: 650 427 099
ADDRESS:	Unit 31 / 302 Christine Avenue			
SUBURB:	Varsity Lakes	STATE:	QLD	POSTCODE: 4227
PHONE:	MOBILE: 0401 487 035	FAX:	EMAIL: alexmallet@yahoo.com.au	

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

BUYER'S AGENT (If applicable)

NAME:			
ABN:		LICENCE NO:	
ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:

BUYER'S SOLICITOR

■ or any other solicitor notified to the Seller

NAME:	Ownit Conveyancing		
REF:		CONTACT:	Kirsty Carter
ADDRESS:			
SUBURB:	Beenleigh	STATE:	QLD POSTCODE: 4207
PHONE:	MOBILE: 0404 495 799	FAX:	EMAIL: kcarter@ownit.com.au

PROPERTY

Land:	ADDRESS:	12 Denali Street		
	SUBURB:	HOLMVIEW	STATE:	QLD POSTCODE: 4207
		<input type="checkbox"/> Built On	<input checked="" type="checkbox"/> Vacant	
Description:	Lot: 47 On: SP302728			
Title Reference:	51175038			
Area:	442m2	■ more or less	Land sold as: <input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	■ if neither is selected, the land is treated as being Freehold
Present Use:	Residential			
Local Government	LOGAN CITY COUNCIL			
Excluded Fixtures:	NIL			

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



Included Chattels:

NIL

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PRICE

Deposit Holder:

Morgan Conley Solicitors Pty Ltd

Deposit Holder's Trust Account:

Morgan Conley Solicitors Pty Ltd Law Practice Trust Account

Bank: Westpac

BSB: 034 001

Account No: 383918

Purchase Price:

\$ 540,000

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

Deposit:

\$ 1,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below

On Contract Signing

\$ 53,000

Balance Deposit (if any) payable on: 2 days after finance approval

Default Interest Rate:

%

If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply

FINANCE

Finance Amount:

\$ SUFFICIENT TO COMPLETE

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

Financier:

ANY LICENSED BANK OR FINANCIAL INSTITUTION

Finance Date:

21 DAYS FROM CONTRACT DATE

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date:

N/A

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

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

The existence of any statutory easement or encumbrances or rights for water, sewage, drainage, electricity or any other utilities which in any way affects the land whether such encumbrance is registered, unregistered or resulting from any other statute.

EASEMENT IN GROSS No 719267579 burdening the land
EASEMENT IN GROSS No 719267582 burdening the land

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

Tenancies:

TENANT'S NAME: N/A

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

TERM AND OPTIONS

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

Managing Agent:

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

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AGENCY NAME:			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PHONE:	FAX:	MOBILE:	EMAIL:

POOL SAFETY

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

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

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

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

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

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

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

- Yes
- No

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

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

POOL SAFETY INSPECTOR

Pool Safety Inspector:

Pool Safety Inspection Date:

	■ The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.
	■ Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:
(select whichever is applicable)

- Installed in the residence
- Not installed in the residence

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

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

- Installed in the residence
- Not installed in the residence

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

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

15.10

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

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

■ **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees Act) 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

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

Yes

No

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

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

<input type="checkbox"/>	the Buyer <i>is not</i> required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
<input checked="" type="checkbox"/>	the Buyer <i>is</i> required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Fifteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

REFER TO ANNEXURES A, B AND C

This Contract is subject to and conditional upon the Buyer being satisfied with the results of all investigations, inspections, enquiries and searches on the Property (due diligence) within 21 days after the Contract Date (due diligence date). If the Buyer is not completely satisfied in all respect with the results of its due diligence enquiries, then the Buyer may terminate this Contract by giving written notice to the Seller or their Solicitors and then this Contract shall be at an end and all deposit monies paid shall be refunded to the Buyers in full. This clause is for the benefit of the Buyer.

SETTLEMENT

SETTLEMENT DATE:	14 Days After Finance Approval	■ or the next Business Day if that is not a Business Day in the Place for Settlement.
PLACE FOR SETTLEMENT:	BRISBANE	■ If Brisbane is inserted, this is a reference to Brisbane CBD.

SIGNATURES

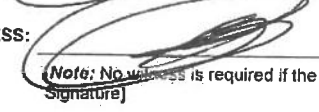
The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.

It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

BUYER: 

WITNESS: 

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

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

DocuSigned by:
SELLER: Bonnie Cooper
B4D87DE1C0DD4F5...

WITNESS: _____

DocuSigned by:
SELLER: Matt Merer
C76A2BEDACF349A...
By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign

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

DEPOSIT HOLDER: _____

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

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



TERMS OF CONTRACT

FOR HOUSES AND RESIDENTIAL LAND

15.12

1. DEFINITIONS

1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
- (2) unless the context otherwise indicates:
- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;
- (f) **"Bond"** means a bond under the Residential Tenancies and Rooming Accommodation Act 2008;
- (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (h) **"Business Day"** means a day other than:
- (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (j) **"Compliance or Exemption Certificate"** means:
- (i) a Pool Safety Certificate; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (m) **"Court"** includes any tribunal established under statute.
- (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (o) **"Encumbrances"** includes:
- (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
- (p) **"Essential Term"** includes, in the case of breach by:
- (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential.
- (q) **"Financial Institution"** means a Bank, building society or credit union;
- (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulations 2013*;
- (s) **"GST"** means the goods and services tax under the GST Act;
- (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act* and includes other GST related legislation;
- (u) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation.
- (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (w) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (x) **"Notice of no pool safety certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
- (y) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
- (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
- (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
- (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date
- (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
- (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;
- (gg) **"Property"** means:
- (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- (hh) **"Rent"** means any periodic amount payable under the Tenancies;
- (ii) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Land other than the Included Chattels;
- (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

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- (ll) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

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

2.3 Investment of Deposit

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

2.4 Entitlement to Deposit and Interest

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

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, a reference to a "bank cheque" in clause 2.5:
- includes a cheque drawn by a building society or credit union on itself;
 - does not include a cheque drawn by a building society or credit union on a Bank;
- and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
- the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - an ATO Clearance Certificate; or
 - a variation notice under s14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - the Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
 - the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- the Property includes items in addition to the Land and Improvements; and
 - no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer, in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - prior to settlement the Buyer must lodge with the ATO:
 - a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - a *GST Property Settlement Date Confirmation* form ("Form 2");
 - on or before settlement, the Buyer must give the Seller copies of:
 - the Form 1;
 - confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - confirmation from the ATO that the Form 2 has been lodged; and
 - a completed ATO payment slip for the Withholding Amount;
 - the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
- for those paid, on the amount paid;
 - for those assessed but unpaid, on the amount payable (excluding any discount); and
 - for those not assessed:
 - on the amount the relevant authority advises will be assessed (excluding any discount); or

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- (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of Bank cheques payable at settlement:
- (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
- (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to Settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
- (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicably provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance

Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.

- 3.2 The Buyer must give notice to the Seller that:
- (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
- (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.
- ### 4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY
- #### 4.1 Building and Pest Inspection
- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
- (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).
- #### 4.2 Pool Safety
- (1) This clause 4.2 applies if:
- (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
- (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
- (a) the issue of a Pool Safety Certificate; or
- (b) a Pool Safety Inspector issuing a Notice of nonconformity stating the works required before a Pool Safety Certificate can be issued,
- by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
- (a) the Buyer to arrange the inspection; and
- (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
- (a) terminates this contract; or
- (b) waives the benefit of this clause 4.2;
- The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

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

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

5. SETTLEMENT

5.1 Time and Date

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

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

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

5.4 Assignment of Covenants and Warranties

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

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its

- other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

5.7 Consent to Transfer

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

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Natural Disaster, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended;
 - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
 - (a) "Affected Party" means a party referred to in clause 6.2(1);
 - (b) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
 - (d) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Natural Disaster.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3)(a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

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

order referred to in clause 7.6(1) from the Seller after settlement as a debt.

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

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*;
 - (h) there is a charge against the Land under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR relating to the Property

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT**8.1 Risk**

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.

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

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.
- 8.4 Information Regarding the Property**
Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:
- (1) copies of all documents relating to any unregistered interests in the Property;
 - (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
 - (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
 - (4) further copies or details if those previously given cease to be complete and accurate.
- 8.5 Possession Before Settlement**
If possession is given before settlement:
- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
 - (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
 - (3) the Buyer must insure the Property to the Seller's satisfaction; and
 - (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.
- 9. PARTIES' DEFAULT**
- 9.1 Seller and Buyer May Affirm or Terminate**
Without limiting any other right or remedy of the parties including those under this contract or any right at common law, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.
- 9.2 If Seller Affirms**
If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:
- (1) damages;
 - (2) specific performance; or
 - (3) damages and specific performance.
- 9.3 If Buyer Affirms**
If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:
- (1) damages;
 - (2) specific performance; or
 - (3) damages and specific performance.
- 9.4 If Seller Terminates**
If the Seller terminates this contract under clause 9.1, it may do all or any of the following:
- (1) resume possession of the Property;
 - (2) forfeit the Deposit and any interest earned;
 - (3) sue the Buyer for damages;
 - (4) resell the Property.
- 9.5 If Buyer Terminates**
If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:
- (1) recover the Deposit and any interest earned;
 - (2) sue the Seller for damages.
- 9.6 Seller's Resale**
- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale;
 provided the resale settles within 2 years of termination of this contract.
 - (2) Any profit on a resale belongs to the Seller.
- 9.7 Seller's Damages**
The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL**10.1 Seller's Agent**

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
 - (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
 - (3) Notices under this contract or required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
 - (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
 - (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
 - (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
 - (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
 - (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- 10.5 Business Days**
- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
 - (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation**(1) Plurals and Genders**

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT**11.1 Application of Clause**

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(2)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

- (1) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.

- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:

- (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11.2(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1) and 2.5(3)(f).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c),(e) and (f); and
 - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clauses 5.3(1)(b) and (c) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) releases of the Encumbrances (other than releases of Encumbrances referred to in clause 11.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 5.3(1)(c), (d), (e) and (f) if the Seller's Solicitor:
 - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (b) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (7) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

11.4 Computer System Unavailable

- (1) If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or PEXA is inoperative, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.
- (2) A party is not required to settle if Electronic Lodgement is not available. If the parties agree to Financial Settlement without Electronic Lodgement, settlement is deemed to occur at the time of Financial Settlement.

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
 - (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or
 - (c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.

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

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- (3) If clause 11.5(2) applies:
 - (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

“Digitally Sign” and “Digital Signature” have the meaning in the ECNL.

“ECNL” means the Electronic Conveyancing National Law (Queensland).

“Electronic Conveyancing Documents” has the meaning in the *Land Title Act 1994*.

“Electronic Lodgement” means lodgement of a document in the Land Registry in accordance with the ECNL.

“Electronic Settlement” means settlement facilitated by PEXA.

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

“Financial Settlement” means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule.

“Financial Settlement Schedule” means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts.

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

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



Handwritten initials and signatures, including a circled 'P' and a signature.

ANNEXURE "A"
SPECIAL CONDITIONS
HORIZON ON HOLMVIEW

1. GENERAL AND INTERPRETATION

- 1.1 **Definitions**
In the Special Conditions:
- Building Covenants** means the building covenants for "Horizon on Holmview" contained in Annexure "B" to this Contract.
- Building Works** includes earthworks, landscaping and fencing.
- Development** means the proposed subdivision of the Estate, and where the context so requires includes a Stage within the Development.
- Development Approval** means the development approval granted by Logan City Council under application number COM/30/2016/B for the Estate.
- Specifications** means the specifications governing the building requirements for connection of the Land to the Network Infrastructure.
- Network Infrastructure** means the physical infrastructure of the high speed broadband fibre optic network which may be installed by a telecommunications carrier for the stage of the Estate in which the Land is located including all fibre, cables, electronic devices and equipment, ducts, poles, towers, cabinets, housing and any other active and passive equipment and distribution infrastructure, but not including the Pit and Pipe Works, any existing pit and pipe infrastructure, lead-in conduit, the network termination unit or the power supply unit and related cable at the Land.
- Objection** means any objection, requisition or claim for compensation or damages or other relief, refusing to complete or delaying completion of, rescinding or terminating this Contract.
- Pit and Pipe Works** means the physical infrastructure, including all pits, pipes, conduits and any other materials to be designed and constructed by the Seller under the Seller's agreement with a telecommunications carrier (if any) necessary to properly service the stage of the Estate in which the Land is located and to properly service the Land and other land within the Estate with the Network Infrastructure.
- Stages** means one of the stages of the Development and where the context so requires, the Stage which contains the Land.
- Standard Conditions** means the Terms of Contract for Houses and Residential Land (Sixteenth Edition) published by the Real Estate Institute of Queensland Ltd as amended from time to time.

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The Estate

means the development of a residential estate known as "Horizon on Holmview".

- 1.2 In these Special Conditions terms used in upper case as defined terms have the same meaning attributed to them in the Standard Conditions.
- 1.3 The Buyer acknowledges having received and perused a copy of the Standard Conditions before signing this Contract.
- 1.4 This Contract (including annexures and attachments) is the entire agreement between the Seller and the Buyer and supersedes any prior negotiations. The Buyer agrees that the Buyer has not relied upon any representation, warranties or information provided or statements (whether oral or in writing) made by the Seller (other than ones contained in this Contract) or by any agent or other consultant of the Seller and the Buyer has signed this Contract after making its own investigations and enquires.
- 1.5 The Buyer has not relied on any artists impressions, model, display home, plans, sketches, specifications or sales aid of any description (other than as contained in this Contract). The Buyer acknowledges that no real estate agent or other consultant appointed by the Seller has authority to change or waive any term of this Contract, except the Seller's Solicitors.
- 1.6 The Buyer acknowledges that it is buying the Property on an "as is, where is" basis.
- 1.7 The Seller makes no representations about the quality or condition of the Property.
- 1.8 The Buyer acknowledges that it has signed this Contract in reliance on its own examinations, inspections, enquires, valuation and reports and not on any statement, warranty, condition or representation made by or on behalf of the Seller.
- 1.9 The Buyer agrees that amendments to this Contract are enforceable against the Seller only if they have been initialled by the Seller or accepted by the Seller by notice in writing from the Seller's Solicitors. Any amendments that are unenforceable against the Seller may be severed from this Contract and will not affect the validity of this Contract.
- 1.10 The failure of the Seller at any time to insist on performance of any covenant or provision of this Contract is not a waiver of the Seller's right at any later time to insist on performance of that or any other covenant or provision of this Contract.
- 1.11 This Contract may be entered into by and becomes binding on the parties named in this Contract upon one party signing the Contract that has been signed by the other party (or photocopy, scanned electronic copy or facsimile copy of the same) and transmitting a facsimile or electronic copy thereof to the other party or the other party's agent or solicitor.
- 1.12 Without derogating from the Standard Conditions, it is agreed that the covenants and provisions contained in these Special Conditions do not merge on the completion of this Contract and continue in full force and effect and remain binding on the Buyer, his, her or its heirs, executors, successors and assigns (as the case may be).
- 1.13 Part or all of any provision or clause of this Contract that is illegal or unenforceable will be severed from this Contract and will not affect the continued operation of the remaining provisions of this Contract.

2. ADJUSTMENTS AND AMENDMENTS TO STANDARD CONDITIONS

The parties agree that the Standard Conditions are amended as follows:

- 2.1 Standard Condition 1.1 (2)(z) is amended by deleting the words "*but excludes land tax*".
- 2.2 Standard Conditions 2.6 (4), (7), (8), (9) and (10) are deleted.

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- 2.3 In the event that a clearance of Land Tax is not available from the Office of State revenue in relation to the Property on or before the Settlement Date, then the Buyer shall not be entitled to:
 - (a) make any requisition or raise any objection in relation thereto;
 - (b) retain any part of the purchase price on account of any assessment of Land Tax which may issue or in respect of any amount recommended by the Commissioner of State Revenue to be retained;
 - (c) require the Land Tax to be paid prior to settlement.
- 2.4 Land Tax shall be adjusted for the purpose of this Contract on the basis that it has been paid and the Buyer will accept from the Seller, on settlement, an undertaking in relation to payment of the Land Tax.
- 2.5 Land Tax must be apportioned on the basis of the tax which is assessed, or failing an assessment being made by the Settlement Date, would ordinarily be assessed on the Land for the land tax year in which the Settlement Date falls.
- 2.6 The parties acknowledge that:-
 - (a) special condition 2.4 does not merge on settlement and additional adjustments for land tax may be made by the Seller upon an assessment or reassessment for the land tax year current at the Settlement Date and the Seller may demand any further amount so adjusted as a liquidated debt; and
 - (b) the Seller may, at its discretion, require the Buyer by giving written notice to the Buyer or its solicitor to pay \$1,500 (the "Retention Monies") to be held in the trust account of Morgan Conley Solicitors in addition to the adjusted purchase price on settlement to adjust for land tax as assessed by the Office of State Revenue as contemplated under these Special Conditions in the financial year in which the settlement occurs despite the Buyer obtaining a certificate of land tax clearance prior to settlement.
 - (c) the Buyer shall at its own expense give evidence to the Seller that the Office of State Revenue has issued a final clearance for the Land at which an adjustment shall be made to the retention monies prior to their release.
- 2.7 Clause 2.6(12) of the Standard Conditions is deleted and replaced with the following:

On the Settlement Date, the Buyer must pay the Balance Purchase Price to the Seller by bank cheques payable as directed by the Seller's Lawyers. The cost of bank cheques is the responsibility of the Buyer.
- 2.8 The first line of Standard Condition 7.4 is amended to read as follows:

"The Seller states that, except as disclosed in this Contract, to the best of the Seller's knowledge, at settlement..."
- 2.9 Standard Conditions 7.4(3), 7.4(4), 7.4(5), 7.5, 7.6(3), 7.7, 8.3 and 8.4 are deleted.
- 2.10 Clause 7.4(2) is amended to delete the words "... or threatened claims, notices or ...".

3. DIVIDING FENCES

The Seller need not contribute to the cost of building any dividing fence between the Land and any adjoining land and the Buyer waives any right to claim contribution from the Seller.

4. SETTLEMENT DATE

4.1 The Settlement Date will be the later of the following:

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- (a) The 30th day after the Contract Date; or
 - (b) If the contract is subject to finance, the 14th day after the Finance Condition has been satisfied or waived;
 - (c) If at the Contract Date a separate indefeasible title has not been created for the Land, the date that is twenty-one (21) days after the date on which the Seller gives notice to the Buyer pursuant to clause 6.2.
- 1.2 The Contract is conditional upon settlement occurring before 4:00 pm on the Sunset Date. If settlement does not occur by 4:00 pm on the Sunset Date, other than due to default by the Buyer, then the Buyer may terminate the Contract by written notice to the Seller at any time before settlement is effected.

5. LAND SALES ACT

- 5.1 If at the Contract Date a separate indefeasible freehold title for the Land in the name of the Seller has not been created, then this Special Condition 5 applies.
- 5.2 The Buyer acknowledges having received, prior to entering into this Contract either:-
 - 5.2.1 a copy of the relevant subdivision plan of survey in the form which has been approved (under seal) by the Local Government (if has been approved) clearly identifying the Land; or
 - 5.2.2 a Disclosure Statement and a Disclosure Plan pursuant to section 10 of the Act.
- 5.3 Subject to the Buyer's rights under the Act, the Buyer will not raise an Objection if the subdivisional plan of survey ultimately registered in the Queensland Land Registry differs in any non-material respect from subdivisional plan of survey or Disclosure Plan disclosed to the Buyer.
- 5.4 The Seller will give notice to the Buyer after creation of a separate indefeasible title for the Land.
- 5.5 The Buyer agrees that it shall not be materially prejudiced by, make an objection to and will accept title to the Land, and shall have no rights against the Seller arising from any easement or other right required by law or for an approval to be given to any relevant authority or the owner of any neighbouring land or any other buyer of a lot in the Estate that affects the Land provided the construction of a dwelling on a Land is not materially and adversely affected.
- 5.6 The Buyer must not make an Objection in the event that the Land is affected by any easement or encumbrance referred to in Special Condition 5.5.
- 5.7 This Contract is conditional upon a separate indefeasible title for the Land being established in the Queensland Land Registry. If a separate indefeasible title for the Land has not been established in the Queensland Land Registry within 18 months from the date the Buyer enters into the Contract, then either party may, by written notice to the other party, terminate this Contract. In that event the Deposit received by the Seller or the Deposit Holder on account of the Purchase Price must be refunded to the Buyer by the Seller or the Deposit Holder as the case may be. In the absence of any evidence to the contrary, the Buyer is deemed to have entered into the Contract on the date the Buyer dates the Buyer's signature on the Disclosure Statement.

6. RATES, TAXES AND OUTGOINGS

- 6.1 If:
 - 6.1.1 a separate assessment of any Outgoings for the Property has not issued by the Settlement Date; or
 - 6.1.2 the Buyer is unable to obtain a clearance in respect of Outgoings for the Property,

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the Buyer will accept the Seller's undertaking (which is hereby given) that the Seller will pay and discharge its proportion of any Outgoings, owing or to be assessed on the Property.

- 6.2 The Buyer acknowledges that the Seller may adjust an Outgoing between the parties on the basis that the relevant Outgoing has been paid, and if necessary, on the basis of the Seller's estimate of the Outgoing to be assessed. The Buyer will accept the Seller's undertaking (which is hereby given) that it will pay the Outgoing and the Buyer will not require any retention of the Purchase Price or payment to the relevant authority on account thereof or refuse to settle or delay the settlement of this Contract because of those circumstances.

7. RELATIONSHIP WITH BUILDER

7.1 Application and intention

This clause 7 applies if the Buyer has entered into, or intends to enter into a Building Contract with a Builder.

7.2 Buyers acknowledgments

This condition applies if the Buyer has entered into, or intends to enter into a Building Contract with a Builder. The intention of this condition is to show that other than marketing, the relationship between the Seller, the Builder, and the Buyer is the same as if the Buyer had engaged a builder who was not advertised through the Seller's current marketing campaign.

7.2.1 The Buyer acknowledges that:

- (i) when signing the Contract, the Seller, the Seller's agent or a third party may also introduce the Buyer to a Builder to negotiate a Building Contract to construct a dwelling on the Lot;
- (ii) the Seller discloses that in the event that the Lot being purchased pursuant to the Contract is being marketed as a "house and land package" or the Seller, the Seller's agent or a third party provides the Buyer with a Building Contract with a Builder, that the Seller is not responsible or liable for the Building Contract (and the contents therein). The Buyer acknowledges that any prices for the "house" or the "house and land package" are indicative only and based on information provided to the Seller by the Builder regarding the "house construction price" (of which the seller does not warrant the accuracy);
- (iii) the Seller is responsible for the sale of the Lot only;
- (iv) the Building Contract is a separate contract to this one, the contracts are not related and are not conditional upon each other;
- (v) the relation between the Seller and the Builder is limited to marketing and advertising activities;
- (vi) the Builder is not a subsidiary or related entity of the Seller;
- (vii) the Seller and the Builder are separate entities and no liability or responsibility is shared by them;
- (viii) the Seller is not a party to the Building Contract and the Builder is not a party to this Contract; and
- (ix) the Seller makes no representations and gives no warranties about the Builder's ability to enter into and perform the Building Contract.

7.3 No liability of Seller

- 7.3.1 The parties acknowledge and agree that the Seller is not and will not be liable for:
- (i) any failure by the Builder to enter into or perform the Building Contract;
 - (ii) any delays in construction;
 - (iii) any representations made by the Builder;
 - (iv) any acts or omissions on the part of the Builder, whether negligent or not; or
 - (v) any loss suffered by the Buyer or any person in any way arising out of or relating to the Building Contract.

7.4 Incentives

Any incentives or concessions advertised or offered by the Builder are offered by the Builder alone and the Seller accepts no liability or responsibility with regard to them.

7.5 Builder's characteristics

The Seller does not make any undertaking on behalf of the Builder. The Buyer must make their own investigations relating to the Builder's licenses, insurances, warranties and any other requirements.

7.6 Foundations

The Seller makes no warranty as to the foundation requirements for the proposed dwelling and is not responsible for the soil testing or design or construction of the foundations.

7.7 Construction issues

- 7.7.1 The Seller is not liable for any workplace health and safety requirements in relation to the construction of the proposed dwelling.
- 7.7.2 The Seller is not responsible for any damage caused by the Builder to civil infrastructure, retaining walls, concrete kerbs, concrete footpaths, adjoining properties or any other thing.

7.8 Not a condition of sale

This Contract is not conditional upon the Buyer entering into the Building Contract and is not conditional on any part of the Building Contract.

8. BUILDING COVENANTS

- 8.1 The Buyer acknowledges that:
- (a) the Land is part of the Estate.
 - (b) the Seller has established the Building Covenants, to control the ongoing maintenance of the Land and any proposed Building Works.
- 8.2 The Building Covenants shall not merge on the completion of this Contract and shall continue in full force and effect and remain binding on the Buyer, its heirs, executors, successors and assigns (as the case may be).
- 8.3 The Buyer agrees to be bound by and comply with the terms set out in the Building Covenants.
- 8.4 The Buyer agrees that it will not sell, transfer or otherwise dispose of the Lot except to a person who has entered a deed of covenant with the Seller containing covenants on the same terms as are contained in this clause 8 including the obligation to obtain such deed of covenant from any further transferee or assignee.

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- 8.5 The Buyer agrees that it will not subdivide the Lot without the Seller's written consent which may be granted or refused or subject to such conditions as the Seller may determine in its absolute discretion.
- 8.6 The Buyer permits the Seller to access the Land and use any of the materials and equipment on the Land and to interfere with the Building Works and any improvements on the Land for the purposes of remedying any breach by the Buyer of this Contract or the Building Covenants.
- 8.7 If the Buyer fails to comply with this clause or the Building Covenants, the Seller shall be entitled in addition to any other rights it has: -
 - (a) at its election to seek an injunction to prevent the Buyer, its agents, successors or assigns from continuing with the construction of the house on the Lot;
 - (b) to remove any non-complying structures or works;
 - (c) to seek damages for breach of this clause or the Building Covenants.
- 8.8 The Buyer indemnifies the Seller in respect of any costs, expenses, damages or other liabilities incurred by the Seller as a result of or in connection with a breach by the Buyer of this clause or the Building Covenants.
- 8.9 If there is any inconsistency between these Special Conditions and the Building Covenants, these Special Conditions shall prevail.

9. SUITABILITY OF BUILDING

- 9.1 All buildings or improvements and others structures erected by the Buyer must: –
 - (a) Comply with the Building Covenants;
 - (b) Be approved by the Seller under the Building Covenants before any application to the local government or building certifier is made;
 - (c) Comply with the by-laws, requirements and policies of the Local Government; and
 - (d) Be approved the Local Government or building certifier after lodgement of a building application with the Local Government or building certifier.

10. SELLER MAY BOND

- 10.1 The Buyer acknowledges that the Seller may issue a bond or bank guarantee to the Local Government or other relevant statutory authority as security for performance by the Seller of uncompleted infrastructure works ("Bond") in respect of the Land and the Estate. The Buyer must not make an Objection in the event that any works the subject of a Bond have not been completed by the Settlement Date.

11. NATIONAL BROADBAND NETWORK

- 11.1 The Seller may in its discretion enter into an agreement with a telecommunications carrier to provide underground telecommunications including NBN service and for the installation of Pit and Pipe Works and Network Infrastructures but is not obliged to enter into such agreement and makes no warranty that it will enter into such agreement. The Buyer must not Object if the Seller does enter into such an agreement or does not enter into such an agreement.
- 11.2 If the Seller enters into an agreement with a telecommunications carrier as referred to in Special Condition 11.1, the Seller discloses to the Buyer and the Buyer acknowledges and accepts that:

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- (a) The telecommunications carrier's Specifications must be complied with by the Buyer to enable connection of the Land to the Network Infrastructure and the Buyer agrees to adopt the telecommunications carrier's Specifications; and
 - (b) if the Buyer fails to comply with the telecommunications carrier's Specifications, this will prevent connection of the Land to the Network Infrastructure or will require the Buyer to incur additional costs in order to connect the Land to the Network Infrastructure following Settlement.
- 11.3 The Buyer agrees that it must and must ensure that its agents, consultants, builders, contractors, invitees and other third parties not related to the Seller or the telecommunications carrier do not:
- (a) construct a driveway or other structure over the Pit and Pipe Works;
 - (b) cause the level of the Pit and Pipe Works to be higher than or lower than ground level; and
 - (c) obstruct access to the Pit and Pipe Works.
- 11.4 The Buyer acknowledges and agrees that any breach of Special Condition 11.3 may prevent connection of the Land to the Network Infrastructure or may require the Buyer to incur additional costs in order to connect the Land to the Network Infrastructure following settlement.
- 11.5 The Buyer agrees and acknowledges that any additional costs payable as a consequence of a breach of Special Conditions 11.2 and 11.3 will be at the cost of the Buyer and the Buyer releases and indemnifies the Seller in this respect.
- 11.6 The Buyer acknowledges that:
- (a) the Seller is not responsible for the connection of telecommunications services to the Land beyond the installation of the Pit and Pipe Works to the boundary of the Land;
 - (b) the Seller has no control over the timing of the connection of telecommunications services to the Land which is solely the responsibility of the telecommunications carrier as may be prescribed by a relevant authority;
 - (c) if the telecommunications carrier has not connected telecommunication services to the Land when such services are required by Telstra Corporation Limited or such other provider as may be declared by a relevant authority, the carrier is required to do so in accordance with the universal services obligation;
 - (d) The Seller has no control over the type of telecommunications service provided in accordance with the universal service obligation; and
 - (e) settlement will not be delayed if any telecommunications connection is not provided on or before the Settlement Date.
- 11.7 The Buyer agrees and acknowledges that it will be responsible for any costs incurred by the Seller in relation to the relocation of any underground telecommunications and existing Pit and Pipe Works on the Land.
- 11.8 The Buyer must not Object in relation to any matter referred to in this Special Condition, including in relation to the timing or type of telecommunication service provided to the Land.

12. SELLER'S ACCESS LICENCE AFTER SETTLEMENT

- 12.1 To facilitate the progressive development of the Estate, the Buyer irrevocably grants the Seller and any nominees of the Seller including any Authority and the telecommunications carrier and any suppliers for the telecommunications carrier (Nominee) (including any employee, contractor, consultant or agent of the Seller) a licence to enter and remain on the Lot after the Settlement Date as is reasonably required by the Seller or its Nominee to undertake works of any kind necessary or

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incidental to install or establish utility infrastructure and utility services and connection, thereto, including the following works;

- 12.1.1 To complete and/or rectify any works required by the approvals granted to the Seller for the development for the Estate including but not limited to civil works and the connection of services to the Lot;
- 12.1.2 The installation of Pit and Pipe Works and Network Infrastructure;
- 12.1.3 Excavation and general earthworks;
- 12.1.4 The construction of common areas, including roads;
- 12.1.5 The construction of such improvements and facilities as may be considered necessary by the Seller to establish utility services and connections thereto; and
- 12.1.6 The construction of services infrastructure whether public or private including without limitation, connections for sewerage, gas, electricity, communications, water or any other lawful service available to the public,

all of which are collectively called the **Utility Infrastructure Works**.

- 12.2 The Licence fee is \$1.00 payable by the Seller to the Buyer if demanded by the Buyer.
- 12.3 The Seller or its Nominee may bring onto the Scheme (including the lot) any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works, provided that the Seller does not unreasonably interfere with the Buyer's enjoyment of the Lot.
- 12.4 The covenants and acknowledgements in this Contract given by the Buyer to any Nominee are made and given for the benefit of the Nominee pursuant to section 55 of the *Property Law Act 1974* in consideration of the Seller selling the Lot to the Buyer.
- 12.5 The Buyer acknowledges that it has no right to Object if the Seller or a Nominee exercise their rights or have a right to exercise their rights pursuant to this clause.
- 12.6 The Seller must:
 - 12.6.1 So far as reasonably possible cause minimal disturbance to any occupant of the Lot; and
 - 12.6.2 Repair any damage caused to the lot.as a result of the Seller or its Nominee (excluding the telecommunications carrier whom the Seller has no control over) exercising its rights under this clause.
- 12.7 The Buyer must not Object to the continuation of civil or construction works within the Estate after Settlement which may disrupt or inconvenience the Buyer or an occupier of dwelling on the Lot.
- 12.8 The Buyer must comply with any reasonable directions of the Seller and any contractor appointed by the Seller while construction or building operations are being carried out within the Development, including directions related to traffic flow, both vehicle and pedestrian.
- 12.9 In exercising its rights under this clause, the Seller must use reasonable endeavours to prevent undue interference with the Buyer's enjoyment of the Land.
- 12.10 The Buyer must not sell, transfer, assign or otherwise dispose of the Lot without first delivering to the Seller a deed poll executed by the future buyer, transferee, assignee or dispone in favour of the Seller containing covenants in the same terms (*mutatis mutandis*) as this clause including an obligation for each further buyer, transferee, assignee or dispone to obtain a further deed poll from any subsequent buyer

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transferee, assignee or dispone. The covenant to be obtained is to be in the form of a Deed Poll.

12.11 This clause does not merge on Settlement.

13. DESIGNATED BUILDING ENVELOPE

13.1 The Buyer acknowledges that a designated building envelope may apply to the Land. The Buyer may obtain from the Seller or the Agent a copy of a plan which indicates where the designated building envelope is situated on the Land, as required by the Local Government. The Buyer must not make any claim or make any Objection to the existence of a building envelope.

13.2 The Buyer acknowledges that all buildings and similar structure to be constructed on the Land may need to be located entirely within any such designated building envelope.

14. GST

14.1 Clause 2.1 of the Terms of the Contract is replaced with the following:

2.1(a) The Purchase Price includes any GST payable on the supply of the Property to the Buyer.

2.1(b) The Seller and the Buyer agree that the Seller will apply the margin scheme in calculating its GST liability in relation to the supply of the Property under this Contract.

15. BUSH FIRE MANAGEMENT PLAN

15.1 A Bushfire Management Plan is associated with this Property to ensure protection from bushfire risk as far as practical through mitigation measures.

15.2 The Buyer acknowledges receiving a copy of the Bushfire Management Plan in Schedule 5 of this Contract.

15.3 The Buyer is not entitled to make any claims or Objection against the Seller in relation to the Bushfire Management Plan or any change to its terms.

16. RESERVATIONS AND ENCUMBRANCES

16.1 The Buyer acknowledges that the Land is sold subject to:

(a) the relevant provisions of the Land Title Act 1994 and to the reservations and conditions expressed or implied in the title to the Land as now held by the registered owner; and

(b) all encumbrances, easements, vegetation protection orders, covenants, liens, conditions and interests existing required by the Local Government or any other government agency affecting the estate of the registered owner, except for:

i. the mortgage under which the receivers and managers are selling the Land;

ii. any other mortgage registered over the Land at the Settlement Date.

17. PRIVACY

17.1 The Buyer consents to:

(a) the collection of the Personal Information;

(b) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and

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arising in connection with this Contract, including any obligations to any third parties, such as the Seller's financiers;

- (c) the disclosure to, any use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purposes of:-
 - (i) enabling the Seller to comply with and fulfil its obligations under or arising pursuant to or in connection with this Contract;
 - (ii) procuring the provision to the Buyer of products and services contemplated by this Contract;
 - (iii) providing the Buyer with information relating to future activities by the Seller;
 - (iv) undertaking research in connection with this Contract and future activities of the Seller; and
- (d) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to enforce its rights under the Contract.

17.2 The Buyer acknowledges that:

- (a) the Personal Information is held by the Seller subject to the requirements of the Privacy Act;
- (b) in accordance with the requirements of the Privacy Act, the Buyer may request access to the Personal Information and request that it be corrected at any time;
- (c) the Buyer may request access to the Personal Information or request that it be corrected by contacting the Privacy Officer.

18. ADDITIONAL PAYMENT

18.1 If the Seller expends any money in rectifying or remedying any default or non-performance by the Buyer of its obligations under this Contract (including the Building Covenants), the Buyer must pay to the Seller, on settlement, an amount equivalent to the amount expended by the Seller. If settlement of this Contract has been effected, that amount will be deemed to be a liquidated debt due and payable to the Seller on demand.

19. THE ESTATE - STAGED DEVELOPMENT

19.1 The Seller notifies the Buyer that the Development of the Estate will be undertaken in Stages and that changes to the layout and staging of the Estate may occur, including the Land.

19.2 The Buyer must not in any way object or claim compensation as a result of the staging of the Development or anything else in this clause.

19.3 The Buyer consents to any applications for development approval made with the Local Government or any authority for the Development and staging of the Development and agrees, if requested by the Seller, to sign and return any consent within 5 Business Days after receiving it from the Seller. The Buyer must not object or cause any objection to be made in relation to any of the applications for development approval.

19.4 The Buyer irrevocably appoints the Seller, its officers and employees as the Buyer's attorney to sign any consent to any application made by the Seller for any approvals made to the Local Government or any authority for the carrying out of the Development in Stages.

19.5 The power of attorney given in clause 19 is a "power of attorney given as security" under Section 10 of the Powers of Attorney Act 1998 (Qld) and may:

- (i) not be revoked by the Buyer without the consent of the Seller; and
- (ii) be exercised even if this involves a conflict of duty or the attorney has a personal interest in doing so.

The Buyer must not transfer the Land except to a transferee who has first agreed to be bound by the conditions contained in this clause and to sign a power of attorney of the same kind as that contained in this clause in favour of the Seller.

19.6 The Seller may:

- (i) carry out the Development in any number of Stages as determined by the Seller;
- (ii) carry out construction of the Development progressively in any sequence determined by the Seller;
- (iii) make facilities within the Development available for use at different times including after Settlement;
- (iv) continue construction works which may disrupt or inconvenience the Buyer or an occupier of the Land after Settlement;
- (v) record any number of Plans in order to facilitate the carrying out of the Development in Stages;
- (vi) cause such amendments to be made to the Development as are necessary to facilitate the carrying out of the Development in Stages;
- (vii) elect to not carry out any of the proposed Stages of the Development;
- (viii) elect to carry out only the Stage containing the Land; and
- (ix) do any other thing which in the Seller's opinion is necessary in order to facilitate the carrying out of the Development in Stages.

19.7 The rights of the Seller and the obligations of the Buyer under this clause are in addition to any rights the Seller may have and obligations the Buyer may have elsewhere in this Contract and are to be read and interpreted broadly for the benefit of the Seller.

19.8 The Seller is entitled to change or vary the way the Development is to be carried out, including its composition, as determined by the Seller in its total discretion.

19.9 The Buyer will not in any way object to or delay Settlement or withhold any part of the Purchase Price because of the Seller changing or varying the way the Development is to be carried out if it does not:

- (i) materially detract from the character or standard of the Development; or
- (ii) have a direct material adverse effect on the use of the Land or the value of the Land.

19.10 The Buyer acknowledges that the Seller may cause the Development to be developed in any way they decide and may make changes as authorised by this Contract.

20. DEVELOPMENT APPROVAL

20.1 The Buyer acknowledges that the Development Approval has been issued for the Estate and that the Development Approval contains conditions which affect the Land. The Buyer agrees that it is bound by the conditions of the Development Approval.

20.2 Without limiting clause 20(a), the Buyer takes the Land subject to any conditions imposed by the Local Authority under the Development Approval, any easements,

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truncations, and covenants, whether in favour of the Local Government or other authority.

- 20.3 The Buyer is not entitled to bring any claim, raise any objection, refuse to settle, delay settlement or withhold any part of the Balance Purchase Price regarding any of the conditions of the Development Approval, or any encumbrances on the Land.

21. BUYER'S ACKNOWLEDGEMENT DWELLING CONSTRUCTION CONDITIONS

- 21.1 The Buyer of Lot 1, 2, 3, 4, 5, 6, 7, 8, 15, 37, 38, 39, 40 and 41 hereby acknowledge and agree that dwellings constructed on the Property must be split level.
- 21.2 The Buyer is not entitled to make any claims or Objection against the Seller in relation to the construction of a split-level dwelling on the Property.

22. DIRECTOR'S GUARANTEE

- 22.1 If the Buyer is a company, this Contract is not final and binding on the Seller and is voidable at the option of the Seller unless and until the directors of the Buyer sign the guarantee and indemnity contained in Annexure C. Even if the guarantee and indemnity has not been executed, this Contract will be final and binding on the Buyer. This clause has been inserted for the sole benefit of the Seller.
- 22.2 If the Buyer has entered into this contract as trustee, the Buyer:
- (a) incurs each obligation and liability and is bound under this contract in its personal capacity and as trustee of the trust;
 - (b) must, on request from the Seller, provide a certified copy of the trust deed (including any variations);
 - (c) must, on demand by the Seller, assign to the Seller the rights of indemnity the Buyer (as trustee) has against the assets of the trust;
 - (d) must not, unless the Seller's gives its prior written consent:
 - (i) resign, retire or do anything to allow it to be removed or replaced as trustee of the trust or appoint or allow a new or additional trustee of the trust to be appointed;
 - (ii) amend or revoke any of the terms of the trust;
 - (iii) do anything, or permit or omit anything, which breaches the trust or which could restrict or impair its ability to observe its obligations under this contract; and
 - (e) warrants, at the time of entering into the contract and at all other relevant times including at Settlement, that:
 - (i) it has the power and authority to enter into and perform the obligations under this contract;
 - (ii) it has an unlimited right to be indemnified out of, and a lien over, the assets of the trust for all liabilities incurred by it under this contract in priority to the interests of the beneficiaries of the trust, and the Seller has the benefit of this right of indemnity in priority to the interests of the beneficiaries of the trust; and
 - (iii) entry into this contract is for the proper administration of the trust and for the benefit of, and in the interests of, all of the beneficiaries of the trust.

23. ELECTRONIC TRANSACTIONS

- 23.1 The Parties agree to the execution of this Contract by electronic means whether by facsimile or email transmission and that the executed electronic copy will be treated as the original for the purpose of this transaction and that all pages associated therewith have been received as one document. The Parties further agree, if necessary, to sign

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all such documents and do all such things necessary to replace the electronic copy of this Contract with original signed copies of the Contract dated the same date as the executed electronic copy as soon as possible. The requirement to execute an original is for completeness only and will not affect the validity of the facsimile Contract in any way.

23.2 For the purposes of sections 11 and 12 of the Electronic Transactions (Qld) Act 2001, the parties consent to information being given by electronic communication.

24. AUTHORISATION

The Buyer acknowledges that the Seller, the Deposit Holder, the Seller's authorised officers and the Seller's Solicitors are authorised to date this Contract no earlier than the date which the Contract is executed by or on behalf of the Seller.

25. DEPOSIT HOLDER

The Deposit Holder will hold the Deposit until a party becomes entitled to it. Where it applies, the Deposit Holder will hold the deposit as trustee under the *Land Sales Act 1984*.

26. SECURITY INTEREST

26.1 The Seller is not required to provide a release of a Security Interest.

26.2 If the Seller does provide a release referred to in Clause 18.1, the release may be in any form provided by the secured party and does not have to be in registrable form.

27. SPECIAL CONDITIONS TO PREVAIL

In the event of any inconsistency between the Special Conditions and the Standard Conditions, then the Special Conditions will prevail and the Standard Conditions will not apply to the extent of the inconsistency.

28. OWNER OF THE LAND

The Buyer acknowledges and accepts that at the time of signing this Contract the Seller is registered or entitled to be the registered owner of the Land.



Tania Mallett

Signed by the Buyer

DocuSigned by:
Bernie Cooper

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Signed by the Seller

DocuSigned by:
Matt Mercer

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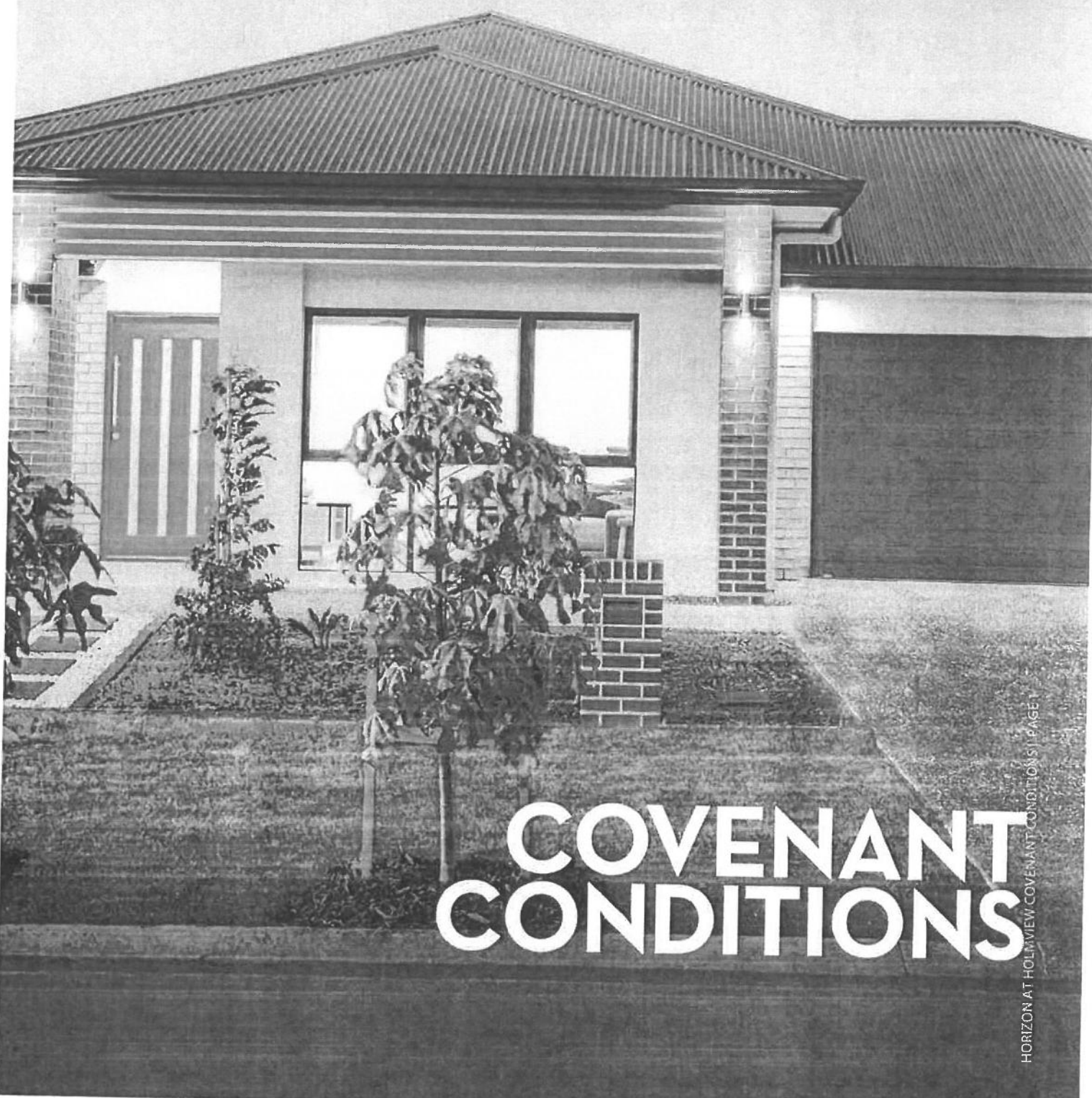
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ANNEXURE "B"
BUILDING COVENANTS

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HORIZON

HOLLYVIEW



COVENANT CONDITIONS

HORIZON AT HOLLYVIEW COVENANT CONDITIONS | PAGE 1

City convenience without city living

Surrounded by native bush land and affording views over Beenleigh, **Horizon** at Holmview is the new residential community that's offering the best of both worlds...

Situated in Logan City, one of the fastest growing regions in Australia, **Horizon** lies only 30 minutes south of Brisbane's CBD and within a stone's throw of the Pacific and Logan Motorways. **Horizon** borders on Vale at Holmview—a Stockland master-planned estate boasting a one-hectare parkland with BBQ areas, an adventure playground and a community amphitheater.

For local shopping and dining, **Horizon** residents need only take a short drive to find Holmview Central Shopping Centre, the Logan Hyperdome and Westfield Garden City. For schools and early learning centres, look no further than Canterbury College, Edens Landing State School, Bethania Early Education & Preschool and The Boulevard Early Learning Centre. And for public transport, the Brisbane and Gold Coast train lines are only a hop, skip and a jump away.

Offering all the city convenience but without the city living, **Horizon** at Holmview is where smart investors are looking to buy next.



THE APPROVAL PROCESS

The Buyer acknowledges that: (I) the land is situated in, and forms part of a larger residential estate ("the estate"); (II) it is desirable that supervision and some control be exercised by the Seller to ensure that a sufficiently high standard of design and construction of dwelling house be maintained in the estate; and (III) the estate should be developed in a manner which will be aesthetically pleasing.

The Buyer covenants and agrees with the Seller the following covenants which shall accrue to the benefit of the Seller and other land owners in the estate and continue to do so after the date of completion of this contract.

The Buyer shall ensure any dwelling house constructed on the land shall be as per the guidelines of this covenant.

Prior to submission to Council or any approved certifier for building approval and prior to commencement of construction of any improvements or the carrying out of any works on the land, plans and specifications including details of materials to be used for all proposed building work and operational works, complete in all respects (the plans), must be submitted to the Seller for the Seller's written approval.

The Buyer must submit to the seller for approval:

- o Ground Floor Plan
- o First Floor Plan
- o Site Plan
- o Elevations (Front, Sides and Rear)
- o Materials and colour selections
- o Landscape Plan

The Seller may approve or refuse to approve or approve with amendments the plans in the Seller's sole discretion. The Buyer will not submit to Council or any approval certifier the plans until such time as the Buyer as received the Seller's approval in writing.

Please address all plans to:

Meco Developments

PO Box 726, Paradise Point QLD 4216

07 5626 9090

info@mercercoper.com.au

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CONDITIONS

1.0 SITING AND SETBACKS

1.1 SINGLE DWELLING

The Buyer will not without written consent of the Seller, further subdivide the land or apply to subdivide the land, erect or permit it to be erected on the land any dwelling house other than a single unit dwelling house. Dual occupancy or duplex dwellings are not permitted without the prior written approval of the seller.

1.2 SETBACKS

All dwellings must be as per Approved Council Building Envelope Plan.

1.3 GARAGE

The garage must be set back at least 1 metre behind the main building line.

1.4 SITE COVERAGE

Maximum site coverage is 60% with at least 20% of the site not covered by impervious surfaces.

2.0 EXTERIOR FINISH

2.1 MATERIALS AND COLOURS

It is recommended that street facing external walls primarily consist of a smooth finish render along with a simple palette of natural textures, materials and colour. A feature colour and material is recommended for the façade of your home to help enhance the overall street appearance. Applications will be considered on architectural merit so all dwellings are in keeping with the natural estate environment. Some examples of this are shown below:



2.1.1 ARTICULATION

Street fronting walls must be no more than eight (8) metres long without a perpendicular step of at least 500mm to avoid the appearance of a long featureless wall.

2.1.2 ROOF

A dwelling house must have a tiled or Colorbond roof, or other similar non-reflective material as approved by the Seller.

It is recommend that the roof pitch be a minimum of 25 degrees, except where a skillion type roof has been implemented into the design. Lower pitch roofs will be considered on architectural merit. Eaves are to be a minimum of 450mm except where either the wall is not built to boundary or where the setback to the wall is less than 450mm.

2.1.3 GARAGE DOOR

The garage door must be of contemporary design, with horizontal patterned panels and the like.

2.1.4 SECOND-HAND MATERIALS

No secondhand materials may be used in the construction of any dwelling.

2.2 CORNER ALLOTMENTS

Dwellings on corner Lots must be designed to incorporate feature elements that address both street frontages. This may be with the appropriate use of windows, porticos and articulation to the walls or roof. Blank walls facing the streets are not permitted. *For corner allotment fencing see guideline 7.1 (Corner Allotment Fencing).*

3.0 VEHICLE ACCOMMODATION

For any Lot that has frontages greater than 12.5 metres wide, a dwelling house must incorporate, as a minimum, a double lock up garage, front door and windowed habitable room (i.e. living room, dining room, bedroom or balcony) that faces the street frontage. Carports or other similar structures are not permitted

4.0 ANCILLARY BUILDING & STRUCTURES

Any shed or structure built separate from the main dwelling building shall be of a consistent colour to the dwelling and not greater in size than 3m x 3m. The shed or structure must not be visible from the street/road.

5.0 DRIVEWAY

All driveways must either be exposed aggregate, stamped, stenciled or coloured concrete. Under no circumstances will plain concrete, bitumen, asphalt or car tracks be permitted.

6.0 LETTERBOX

Letterboxes should be made of materials and finished that are complementary to your home. A brick or rendered letterbox is preferred.

7.0 FENCING

Side and rear fencing shall be 1800mm in height and be either standard timber paling or good neighbour fencing.

If fencing has already been supplied, no additional fencing is permitted along or within the fenced boundary. Fence returns are to be constructed 1 metre behind the building line of where the fence meets.

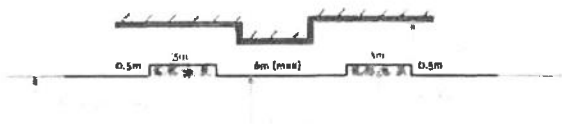
Gates and other elements contained in a front fence should incorporate similar colours and materials to the dwelling. Any fencing proposed forward of the dwelling must be submitted to the Seller for prior approval.

Buyers must not affect the structural integrity or alter in anyway, the fencing or retaining walls provided by the Seller. If for some reason there is any structural amendment or alteration to the fencing or retaining walls, it is the responsibility of the Buyer to rectify to the standard as originally approved by Council or Certifiers

The Buyer agrees that the Seller will have no obligation at any time to contribute to the cost of building or maintaining any fence on the Land or on the boundaries of the Land.

7.1 CORNER ALLOTMENT FENCING

Side fencing to a corner allotment (that fronts the street) may be constructed as 1800mm high timber paling or good neighbour fencing. To avoid a featureless street appearance, the design must incorporate articulation and landscaping along the boundary. For every 6 meters of fencing there is to be a 0.5 metre recess to the fence for at least 3 meters in length. Where the recess is shown, landscaping to address the street frontage is to be implemented. An example of this is shown below:



Where corner fencing is on an existing retaining wall along the property boundary, a solid fence without articulation may be constructed.

8.0 LANDSCAPING

A minimum lot area of 20% is to be absorbent landscaping (e.g. Lawn, and Garden beds) with garden beds being a minimum 10% of the lot area

A maximum lot area of 20% should be committed to hard structures and surfaces (e.g. pathways, pergolas, water features)

9.0 SCREENING

Clotheslines, hot water systems, gas tanks, water storage units, air-conditioning units or similar structures must not be visible from the street front except where the land is a corner allotment, in which case sufficient shrubs, plants and other landscaping features must be placed along the street front to mask the visual impact.

Any water tank installed on the property must be located so as not to be visible from the street and must be a colour to complement the dwelling.

All refuse bins must be located so as not to be visible from the street. Where insufficient space is available at the side of the dwelling for storage of the refuse bins, shrubs are to be planted or a screen erected to a height of 1500mm to screen the refuse bins from the street. Any screen erected must be constructed of a material and painted in a manner to complement the dwelling house

Recreation and play equipment must not be placed at the front of any building or on the footpath and must not be visible from any street or road. If the land is a corner allotment sufficient shrubs, plants and other landscaping features must be planted along the street to mask the visual impact.

The Buyer shall submit to the Seller, plans for covenant approval indicating the size, number and location of any solar panels. Any panels that are considered by the Seller to cause a visual impact or are not aesthetically pleasing, will not be approved.

The Buyer must not affix any solar panels to any roof or structure without the written consent of the Seller and then only in accordance with terms of the Seller's consent.

External TV antennae and other aerials must be unobtrusive and located towards the rear of the dwelling house.

15.43

10.0 CONSTRUCTION

The Buyer must expeditiously complete or cause to be completed the erection of the dwelling house as to start on site promptly no later than 3 months after settling on the land. Once construction has commenced, completion must occur within nine (9) months.

No temporary building, caravans, tents, relocatable homes, shipping containers or similar structures are to be erected or located on the land.

No erection of other buildings prior to construction of the dwelling.

Excavation materials, trees, rubbish, builders waste or other substances must not be deposited whatsoever on the land or properties adjoining the land or otherwise within the development of which the land forms part.

No erection or placement on any part of the property of any advertising signage or any structure which is intended or is suitable for the display of advertisement or notices is permitted.

No vehicles, caravans, boats, trailers, trucks, buses or large vehicles shall be parked within the roadside reserve (or allotments unless they are suitably screened from the road). All work vehicles are to be garaged and not parked in the open.

The Buyer will instruct and ensure that their builder and contractors do not drive or park vehicles on other lots or footpaths and do not drive across vacant land with the estate. All contractors should be advised to access lots via the bitumen road immediately in front of the subject allotment. Should any damage occur to other lots or footpath (including the footpath in front of the subject lot) the Buyer must rectify the damage within 72 hours and/or will reimburse the Developer for all cost associated with rectifying the damage.

The Buyer must rectify any damage to any landscaping within the public open space or road reserve at the Buyer's cost. The Buyer is to rectify any damage before occupying the dwelling or within 72 hours of being notified by the Seller whichever is sooner. The Buyer will also instruct and ensure that their builder and contractors do not damage the concrete footpath in front of the subject lot, or any other concrete path on the estate.

The Buyer's builder must exercise Best Management Principles on site during the building program, including:

Provide and use an industrial bin on site (no wire cages for all builders waste);

Use only one access point onto the site from bitumen road immediately in front of the subject lot.

To ensure the Buyer's Builder's compliance with these terms, it is suggested that they be included on the buyers building contract.

The Buyer will keep the whole of the land at all times in a clean and tidy state and shall immediately comply with any valid notice issued by the Logan City Council or any other statutory authority having jurisdiction in that respect including the removal of undergrowth, rubbish or soils on the roadway. The Buyer agrees to mow the land on regular basis.

Any damage sustained to the property, adjoining properties, road reserves or the amenities of the estate including trees and landscaping by the Buyer or any authorized person of the Buyer that is not remedied by the Buyer or an authorized person within 72 hours of the damage being sustained, may be remedied by the Seller and the costs of such remedial work will be recovered by the Seller from the Buyer as a debt.

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11.0 BREACH

Upon breach of any of the conditions of this covenant the Buyer shall pay to the Seller on demand by way of liquidated damages and not by way of penalty the sum of twenty five thousand dollars (\$25,000.00) The parties agree this amount represents a fair estimation of the damage suffered by the Seller in the circumstances of a breach.

If the Buyer breaches any part of this covenant, the Seller may (in addition to any other right or remedy it has) enter upon the land and remove or dispose of any structure or article contravening the provisions of this building covenant or perform any work necessary or expedient to ensure compliance with this building covenant. The Seller may recover all costs incurred by enforcing these covenants, including all legal costs on a full indemnity basis, from the Buyer, as a liquidated debt. The Buyer must pay to the Seller interest at the rate of 12 (twelve) percent per annum calculated daily on all costs incurred by the Seller in relation to a breach by the Buyer under this building covenant for as long as such monies remain outstanding.

12.0 VARIATION

Despite the above, the Seller may in the Seller's sole discretion in this or any other sale, waive, vary or relax the conditions of this covenant at any time and in that event the Buyer shall have no claim whatsoever against the Seller. The exercise of this right from time to time does not otherwise vary the parties' obligations under this building covenant.

13.0 ACCESS

The Buyer grants the Seller, its agents, contractors, employees or authorised persons the right to access the Land after settlement at any time, with or without machinery, in order to rectify defects or non-compliance with any conditions of any development approval relating to the estate.

14.0 CONTINUATION OF COVENANT

The benefit of these covenants shall continue in full force and effect and remain binding on the Buyer, its executors, administrators, successors and assigns. If the Buyer shall sell or assign or lease or otherwise part with possession of the allotment to any other person then the Buyer will obtain from that other person a covenant in favor of the Seller agreeing to be bound by all of the terms of these covenants. The Buyer will be only released from its obligations under these building covenants upon delivery of notification to the Seller in which the subsequent Buyer agrees to be bound by the covenants herein.

A reference to a Buyer in this building covenant includes a reference to any subsequent owner of the allotment.

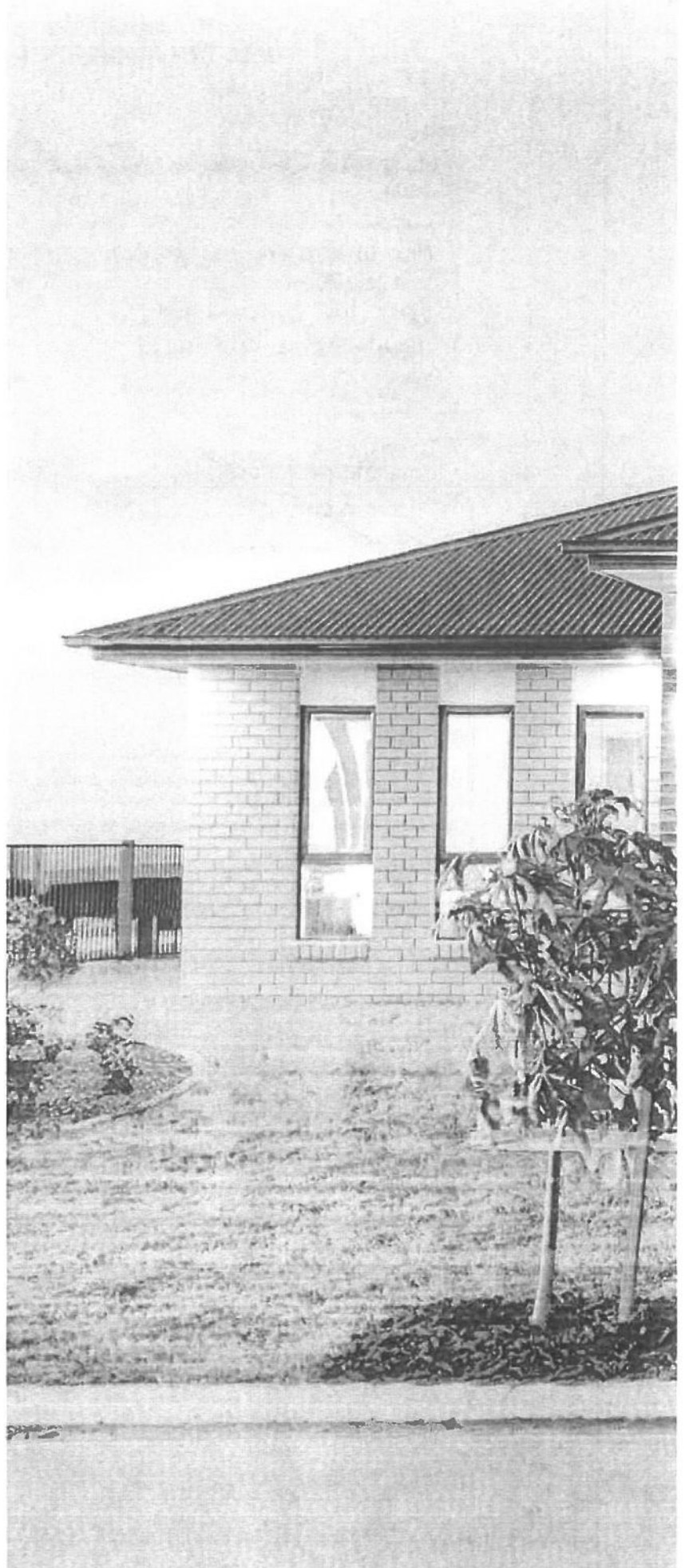
15.0 VALIDITY OF COVENANT

If any part of this covenant is or becomes invalid, illegal, or un-enforcement, such part is to be, so far possible, read down to give it a valid operation, or if not so possible, must be severed from the remaining parts of this covenant. The remaining parts of this covenant are not to be effected or impaired by the severance.

15.45



15146



Meco 
DEVELOPMENTS

Meco Developments is a leading real estate developer in the
Greater Los Angeles area.

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**ANNEXURE "C"
DEED OF GUARANTEE & INDEMNITY**

1. Definition

In this Guarantee and Indemnity, "Guarantor" means the following individuals, jointly and severally:

Alex Sandro Teixeira Mallet Name [Director 1] U31 / 302 Christine Ave Varsity Lakes QLD 4227 Address	Tonia Regina Mallet Name [Director 2] U31 / 302 Christine Ave Varsity Lakes QLD 4227 Address
_____ Name [Director 3] _____ _____ Address	_____ Name [Director 4] _____ _____ Address

2. Consideration

The Guarantor has requested the Seller to enter into the Contract with the Buyer and the Seller does so in consideration of the Guarantor giving this guarantee and indemnity by signing this Deed.

3. Guarantee

The Guarantor guarantees to the Seller prompt performance of all of the obligations of the Buyer contained or implied in the Contract. If the obligation is to pay money, the Seller may recover the money from the Guarantor as a liquidated debt.

4. Indemnity

In addition to the Guarantor's liability under clause 3 of this Deed, the Guarantor indemnifies the Seller against losses incurred because the Buyer is not bound by some or all of its obligations under the Contract.

5. Matters Not Affecting Guarantor's Liability

The Guarantor's liability under Items 3 and 4 of this Deed is not affected by:

- (a) the granting of time, forbearance or other concession by the Seller to the Buyer or any Guarantor;
- (b) an absolute or partial release of the Buyer or any Guarantor or a compromise with the Buyer or any Guarantor;
- (c) a variation of the Contract;
- (d) an assignment of the Contract by the Buyer;
- (e) the termination of the Contract;
- (f) the fact that the Contract is wholly or partially void, voidable or unenforceable;
- (g) the non-execution of this Deed by 1 or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against 1 or more of the Guarantors; or
- (h) the exercise or purported exercise by the Seller of its rights under the Contract.

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6. Payment Later Avoided

The Guarantor's liability is not discharged by a payment to the Seller which is later avoided by law. If that happens, the Seller, the Buyer and the Guarantor will be restored to their respective rights and obligations as if the payment had not been made.

7. Indemnity on Disclaimer

If a liquidator or trustee in bankruptcy disclaims the Contract, the Guarantor indemnifies the Seller against any resulting loss.

8. Guarantor Not to Prove in Liquidation or Bankruptcy

Until the Seller has received all money payable to it by the Buyer:

- (a) the Guarantor must not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors; and
- (b) the Guarantor must hold any claim it has and any dividend it receives on trust for the Seller.

9. Guarantee to Continue on Assignment of Rights

If the Seller assigns its rights under the Contract, the benefit of the guarantee and indemnity in this Guarantee extends to the assignee and continues concurrently for the benefit of the Seller regardless of the assignment unless the Seller releases the Guarantor in writing.

EXECUTED by the Guarantor as a DEED

SIGNED SEALED AND DELIVERED by)
[DIRECTOR 1] in the presence of:)
Ryan Arnhame Wood)

.....
Witness

.....
Signature
Alex Sandro Teixeira Mallet
Name

SIGNED SEALED AND DELIVERED by)
[DIRECTOR 2] in the presence of:)
Ryan Arnhame Wood)

.....
Witness

.....
Signature
Tania Regina Mallet
Name

SIGNED SEALED AND DELIVERED by)
[DIRECTOR 3] in the presence of:)
.....)

.....
Witness

.....
Signature
.....
Name

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SIGNED SEALED AND DELIVERED by)
[DIRECTOR 4] in the presence of:)
)

.....
Signature

.....
Witness

.....
Name

SETTLEMENT STATEMENT *Draft*

Matter: Atom Property Pty Ltd Purchase From Mercer & Cooper Holdings Pty Ltd ATF The Mercer & Cooper (167053)
Property: 12 Denali Street, Holmview QLD 4207
Adjustment Date: 20 October 2021
Settlement Date: 20 October 2021
Settlement Place: PEXA Property Exchange Australia
Settlement Time: 2:30PM

	Amount (\$)
Contract Price	540,000.00
Less Deposit	54,000.00
<i>1000 Pd 2021 FY</i>	
<i>53000 Pd 2022 FY</i>	
	486,000.00
Less Release Fees	197.00
Vendor allows 1 x Discharge of Mortgage @ \$197.00	
	485,803.00
Plus Council Rates	
\$654.45 for the period 01 October 2021 to 31 December 2021 Proportion being 72 / 92 days	512.18
	486,315.18
Less Water Usage	186.45
(see calculation following)	
	486,128.73
Plus Land Tax	
\$2725.45 for the period 01 July 2021 to 30 June 2022 Proportion being 253 / 365 days	1,889.15
	488,017.88
	CONTRACT BALANCE \$488,017.88

ADDITIONAL REQUIREMENTS AT SETTLEMENT

Balance at Settlement	488,017.88
Plus Ownit Conveyancing and Outlays	1,112.78
Less Funds paid to Trust	<i>Pd 2021 FY</i> 550.00
Plus Transfer Duty	17,325.00
Plus Government Registration Fees	1,923.00
Less Available loan funds	373,729.31
Plus Bank Cheque Fees	90.00
Less Funds required in our trust account to complete settlement today	134,189.35
TOTAL	\$0.00

PAYEE

1. Logan City Council	1,249.81
2. Deputy Commissioner of Taxation	37,800.00
3. Commissioner of State Revenue	2,725.45
4. Morgan Conley Solicitors Pty Ltd	849.72
5. Avanti Project Marketing Pty Ltd	49,500.00

TOTAL

\$92,124.98
(unallocated: \$395,892.90)

WATER USAGE CALCULATION

Date water paid to: 29 June 2021	Reading : 0kL
Date of search reading: 05 October 2021	Reading : 38kL

Average daily usage	Charge per kL -
Days between readings: 98	\$0 for first 0kL
38kL - 0kL = 38kL / 98 = 0.388kl	\$0 for the next 0kL
Days from date paid to settlement = 113	\$0 for the balance
0.388kL x 113days = 43.844kL	Bulk water \$4.1444
Days from date paid to 30 June = 1	Charge per kL from 1 July
Days from 1 July to settlement = 112	\$0 for first 0 kL
	\$0 for next 0 kL
	\$0 for the balance
	Bulk water \$4.2534

(All kL results are rounded to whole litres ie 3 decimal places)

Water Adjustment

Tier 1	0kL x 1/113 days x \$0	\$0.00
Tier 2	0kL x 1/113 days x \$0	0.00
Balances	43.844kL x 1/113 days x \$0	0.00
Bulk water	43.844kL x 1/113 days x \$4.1444	1.61
from 1 July		
Tier 1	0kL x 112/113 days x \$0	0.00
Tier 2	0kL x 112/113 days x \$0	0.00
Balance	43.844kL x 112/113 days x \$0	0.00
Bulk water	43.844kL x 112/113 days x \$4.2534	184.84
		----- \$186.44 -----

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Mr Alex Mallet
31 302 Christine Avenue
Varsity Lakes
Queensland Australia 4227

Loan Number 400092022
Product Type Aspire SMSF
Current Balance -\$366,855.96
Arrears 0
Interest Rate (%p.a) 7.6%
From Date -
To Date -
Monthly Repayment \$2,571.08

Loan Account Transaction Listing

Date	Description	Debit	Credit	Balance
1 Nov 2021	Direct Debit Payment Reference # 21305595		\$456.62	-\$377,292.03
26 Oct 2021	TRANSFER 400092022 FROM GADENS LAWYERS BSB:ANZ01 Reference # 21300384		\$251.35	-\$377,748.65
25 Oct 2021	Settlement Amount Reference # 21298214	\$378,000.00		-\$378,000.00

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Mr Alex Mallet
 31 302 Christine Avenue
 Varsity Lakes
 Queensland Australia 4227

Loan Number 400092022
 Product Type Aspire SMSF
 Current Balance -\$366,855.96
 Arrears 0
 Interest Rate (%p.a) 7.6%
 From Date -
 To Date -
 Monthly Repayment \$2,571.08

Loan Account Transaction Listing

Date	Description	Debit	Credit	Balance
10 Jan 2022	Direct Debit Payment Reference # 22010243		\$456.62	-\$375,306.52
4 Jan 2022	Direct Debit Payment Reference # 22004684		\$456.62	-\$375,763.14
29 Dec 2021	Direct Debit Payment Reference # 21363212		\$456.62	-\$376,219.76
25 Dec 2021	Regular Interest Charge Reference # 21359914	\$1,268.04		-\$376,676.38
20 Dec 2021	Direct Debit Payment Reference # 21354703		\$456.62	-\$375,408.34
13 Dec 2021	Direct Debit Payment Reference # 21347440		\$456.62	-\$375,864.96
6 Dec 2021	Direct Debit Payment Reference # 21340587		\$456.62	-\$376,321.58
29 Nov 2021	Direct Debit Payment Reference # 21333204		\$456.62	-\$376,778.20
25 Nov 2021	Regular Interest Charge Reference # 21329531	\$1,312.65		-\$377,234.82
22 Nov 2021	Direct Debit Payment Reference # 21326668		\$456.62	-\$375,922.17
15 Nov 2021	Direct Debit Payment Reference # 21319005		\$456.62	-\$376,378.79
8 Nov 2021	Direct Debit Payment Reference # 21312457		\$456.62	-\$376,835.41

Better Mortgage Management Pty Ltd
 ABN: 65 089 835 192 | Australian Credit Licence 389612
 Level 6, 490 Upper Edward Street, Spring Hill QLD 4004
 PO Box 274, Spring Hill QLD 4004 Telephone: 1300 662 661 Email: info@bettermm.com.au



16-3

Mr Alex Mallet
 31 302 Christine Avenue
 Varsity Lakes
 Queensland Australia 4227

Loan Number 400092022
 Product Type Aspire SMSF
 Current Balance -\$366,855.96
 Arrears 0
 Interest Rate (%p.a) 7.6%
 From Date -
 To Date -
 Monthly Repayment \$2,571.08

Loan Account Transaction Listing

Date	Description	Debit	Credit	Balance
21 Mar 2022	Direct Debit Payment Reference # 22080756		\$456.62	-\$373,353.56
14 Mar 2022	Direct Debit Payment Reference # 22073918		\$456.62	-\$373,810.18
7 Mar 2022	Direct Debit Payment Reference # 22066486		\$456.62	-\$374,266.80
28 Feb 2022	Direct Debit Payment Reference # 22059214		\$456.62	-\$374,723.42
25 Feb 2022	Regular Interest Charge Reference # 22056667	\$1,305.28		-\$375,180.04
21 Feb 2022	Direct Debit Payment Reference # 22052876		\$456.62	-\$373,874.76
14 Feb 2022	Direct Debit Payment Reference # 22045510		\$456.62	-\$374,331.38
7 Feb 2022	Direct Debit Payment Reference # 22038927		\$456.62	-\$374,788.00
31 Jan 2022	Direct Debit Payment Reference # 22031048		\$456.62	-\$375,244.62
25 Jan 2022	Regular Interest Charge Reference # 22025378	\$1,307.96		-\$375,701.24
24 Jan 2022	Direct Debit Payment Reference # 22024426		\$456.62	-\$374,393.28
17 Jan 2022	Direct Debit Payment Reference # 22017044		\$456.62	-\$374,849.90

Better Mortgage Management Pty Ltd
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 PO Box 274, Spring Hill QLD 4004 Telephone: 1300 662 661 Email: info@bettermm.com.au



16-4

Mr Alex Mallet
 31 302 Christine Avenue
 Varsity Lakes
 Queensland Australia 4227

Loan Number 400092022
 Product Type Aspire SMSF
 Current Balance -\$366,855.96
 Arrears 0
 Interest Rate (%p.a) 7.6%
 From Date -
 To Date -
 Monthly Repayment \$2,571.08

Loan Account Transaction Listing

Date	Description	Debit	Credit	Balance
17 May 2022	Interest rate adjusted from 4.100% to 4.350% effective from 17/05/2022 Reference # 22129887			-\$372,178.28
16 May 2022	Direct Debit Payment Reference # 22136079		\$456.62	-\$372,178.28
9 May 2022	Direct Debit Payment Reference # 22129367		\$456.62	-\$372,634.90
2 May 2022	Direct Debit Payment Reference # 22122457		\$456.62	-\$373,091.52
26 Apr 2022	Direct Debit Payment Reference # 22116269		\$456.62	-\$373,548.14
25 Apr 2022	Regular Interest Charge Reference # 22115986	\$1,300.64		-\$374,004.76
19 Apr 2022	Direct Debit Payment Reference # 22109222		\$456.62	-\$372,704.12
11 Apr 2022	Direct Debit Payment Reference # 22101535		\$456.62	-\$373,160.74
4 Apr 2022	Direct Debit Payment Reference # 22094455		\$456.62	-\$373,617.36
28 Mar 2022	Direct Debit Payment Reference # 22087796		\$456.62	-\$374,073.98
25 Mar 2022	Regular Interest Charge Reference # 22084812	\$1,177.04		-\$374,530.60



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Mr Alex Mallet
 31 302 Christine Avenue
 Varsity Lakes
 Queensland Australia 4227

Loan Number 400092022
 Product Type Aspire SMSF
 Current Balance -\$366,855.96
 Arrears 0
 Interest Rate (%p.a) 7.6%
 From Date -
 To Date -
 Monthly Repayment \$2,571.08

Loan Account Transaction Listing

Date	Description	Debit	Credit	Balance
11 Jul 2022	Direct Debit Payment Reference # 22192067		\$468.24	-\$371,170.92
4 Jul 2022	Direct Debit Payment Reference # 22185548		\$468.24	-\$371,639.16
27 Jun 2022	Direct Debit Payment Reference # 22178664		\$468.24	-\$372,107.40
25 Jun 2022	Regular Interest Charge Reference # 22176988	\$1,415.41		-\$372,575.64
20 Jun 2022	Direct Debit Payment Reference # 22171350		\$468.24	-\$371,160.23
17 Jun 2022	Interest rate adjust- ed from 4.350% to 4.850% effective from 17/06/2022 Reference # 22160137			-\$371,628.47
14 Jun 2022	Direct Debit Payment Reference # 22165515		\$456.62	-\$371,628.47
6 Jun 2022	Direct Debit Payment Reference # 22157800		\$456.62	-\$372,085.09
30 May 2022	Direct Debit Payment Reference # 22150273		\$456.62	-\$372,541.71
25 May 2022	Regular Interest Charge Reference # 22145692	\$1,276.67		-\$372,998.33
23 May 2022	Direct Debit Payment Reference # 22143860		\$456.62	-\$371,721.66



Atom SMSF Pty Ltd atf Atom SMSF
30/340 Hope Island Road
Hope Island, QLD, 4212, Australia

Your Statement

Account Name/s:	Atom SMSF Pty Ltd atf Atom SMSF
BSB 012-666	Account Number 400092022
Product Name	Aspire SMSF
Account Status	Active
Statement Period	01 Jan 2022 to 30 Jun 2022
Current Interest Rate	4.85 % p.a.
Enquiries	1300 662 661

Your Loan Account Summary

Opening Balance	-	Total Debits	+	Total Credits	=	Closing Balance
\$376,219.76 DR		\$7,783.00		\$11,895.36		\$372,107.40 DR
		Loan Account Limit				\$373,739.66
		Available redraw				\$1,632.26
		Interest charged this statement period				\$7,783.00
		Offset benefit for this statement period				\$0.00
		Interest charged this financial year				\$10,363.69
		Offset benefit for this financial year				\$0.00

Your Repayment Details

Minimum Repayment Amount	Repayment Frequency	Repayment Due Date
\$1,872.96	Monthly	25 of every month



Your Statement: Please check the entries on this statement and report any errors immediately. All entries are subject to verification. Credit entries may be subject to clearance. Any adjustments or transactions not yet processed will appear on the next statement.



Making Repayments: Automatically make repayments each week, fortnight, or month by setting up a direct debit from your external account. Unlimited additional repayments on our Variable Home Loans, making it easier than ever to pay off your home loan faster.



Internet Access: Better Mortgage Management provides our customers with a real-time online platform to help you access all your information. View your transactions and balances easily in a single place. Visit www.bettermm.com.au

Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
01 Jan 2022	Balance brought forward			\$376,219.76 DR
04 Jan 2022	Direct Debit Direct Debit Payment, Receipt # 56568786646		\$456.62	\$375,763.14 DR

BETTER MORTGAGE MANAGEMENT PTY LTD
ACN 089 835 192 Australian Credit Licence Number 389612
Address: 135 WICKHAM TERRACE SPRING HILL QLD 4004 Telephone: 1300 662 661 Email: customerservice@bettermm.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
ACN 119 531 252, Australian Credit Licence Number 337303

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Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
10 Jan 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$375,306.52 DR
17 Jan 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,849.90 DR
24 Jan 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,393.28 DR
25 Jan 2022	Interest	\$1,307.96		\$375,701.24 DR
31 Jan 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$375,244.62 DR
07 Feb 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,788.00 DR
14 Feb 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,331.38 DR
21 Feb 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,874.76 DR
25 Feb 2022	Interest	\$1,305.28		\$375,180.04 DR
28 Feb 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,723.42 DR
07 Mar 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,266.80 DR
14 Mar 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,810.18 DR
21 Mar 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,353.56 DR
25 Mar 2022	Interest	\$1,177.04		\$374,530.60 DR
28 Mar 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$374,073.98 DR
04 Apr 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,617.36 DR
11 Apr 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,160.74 DR
19 Apr 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$372,704.12 DR
25 Apr 2022	Interest	\$1,300.64		\$374,004.76 DR
26 Apr 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,548.14 DR
02 May 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$373,091.52 DR
09 May 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$372,634.90 DR
16 May 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$372,178.28 DR
09 May 2022	Interest rate adjusted from 4.100% to 4.350% effective from 17/05/2022			\$372,178.28 DR
23 May 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$371,721.66 DR
25 May 2022	Interest	\$1,276.67		\$372,998.33 DR

BETTER MORTGAGE MANAGEMENT PTY LTD

ACN 089 835 192 Australian Credit Licence Number 389612

Address: 135 WICKHAM TERRACE SPRING HILL QLD 4004 Telephone: 1300 662 661 Email: customerservice@bettermm.com.au

Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
ACN 119 531 252, Australian Credit Licence Number 337303

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Your Transaction Summary

Date	Transaction Details	Debits	Credits	Balance
30 May 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$372,541.71 DR
06 Jun 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$372,085.09 DR
14 Jun 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$456.62	\$371,628.47 DR
09 Jun 2022	Interest rate adjusted from 4.350% to 4.850% effective from 17/06/2022			\$371,628.47 DR
20 Jun 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$468.24	\$371,160.23 DR
25 Jun 2022	Interest	\$1,415.41		\$372,575.64 DR
27 Jun 2022	Direct Debit Direct Debit Payment. Receipt # 56568786646		\$468.24	\$372,107.40 DR
TOTALS AT END OF PERIOD		\$7,783.00	\$11,895.36	\$372,107.40 DR

Overdue Payment Summary

Total Amount Payable including Arrears		Payment Due Date
\$1,872.96		25 Jul 2022
Scheduled Payment Amount		\$1,872.96
Arrears Amount Due		\$0.00
The Arrears Amount is due and payable immediately.		
Total		\$1,872.96

Dear Customer,

We have introduced a new 'look and feel' to our customer statements and new functionality; this includes a Loan Summary plus 'at a glance' & helpful information on the first page.

The Interest Charged (net after offset benefit) for both this Financial Year and for this Statement Period are now displayed on each statement.

The Interest Offset benefit for this Financial Year and for this Statement Period will also be displayed on each statement.

To further improve your customer experience with us, more changes will be made to improve our statements moving forward.

BETTER MORTGAGE MANAGEMENT PTY LTD

ACN 089 835 192 Australian Credit Licence Number 389612

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Program Manager: Columbus Capital Pty Limited trading as Origin Mortgage Management Services
ACN 119 531 252, Australian Credit Licence Number 337303

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10 May 2022

Atom SMSF Pty Ltd atf Atom SMSF
30/340 Hope Island Road
Hope Island
QLD 4212
Australia

26 MAY 2022

BY: MALLASI

Important Information about your Home Loan

Account Number: 400092022

Dear Sir / Madam,

In response to the recent decision by the Reserve Bank of Australia (RBA) to increase the cash rate target we are writing to let you know that we are increasing your variable interest rate by 0.25% per annum. Your new variable interest rate is 4.35% per annum which will take effect on the 17 May 2022.

Your new minimum monthly contractual repayment is \$1,872.96.

The repayment amount above is based on your remaining contractual loan term. Your new repayment will commence on the first payment date that falls after 17 June 2022.

Please take the following into account when reviewing your new loan repayment.

- If you make your repayments weekly, your new minimum weekly repayment will be \$468.24
- If you make fortnightly repayments, your new minimum fortnightly repayment will be \$936.48
- If you have previously elected a repayment amount that does not meet the new minimum monthly repayment, we will deduct the new minimum monthly contractual payment instead.
- If you are currently paying by Direct Salary Crediting you will need to ensure that the amount transferred meets your minimum contractual repayment amount. If you need to make changes please contact your employer directly.

Any questions?

Should you have any questions, wish to make changes to your repayments or are experiencing financial difficulty, please contact us on 1300 767 023 between 8:30am and 7:00pm AEST Monday to Friday.

Yours sincerely,

Client Services Manager



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Activity statement 004

Tax type summary

Income tax year	2022
Period	01 July 2021 - 30 June 2022
Type	Pay as you go Instalments
Balance	\$1,250.00 DR

Transactions

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
20/07/2022	28/07/2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$1,250.00		\$1,250.00 DR

POSTED



Activity statement 004

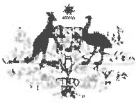
172

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

Transactions

5 results found - from 11 November 2020 to 11 November 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
30 Oct 2022	30 Oct 2022	General interest charge			\$0.00
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$1,275.00		\$0.00
12 Oct 2022	11 Oct 2022	Payment received		\$1,275.00	\$1,275.00 CR
20 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$1,250.00		\$0.00
14 Jul 2022	13 Jul 2022	Payment received		\$1,250.00	\$1,250.00 CR



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Income tax 002

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

Transactions

4 results found - from 11 November 2020 to 11 November 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
13 Apr 2022	12 Apr 2022	Payment received		\$5,124.30	\$0.00
5 Apr 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$5,124.30		\$5,124.30 DR
3 Mar 2021	2 Mar 2021	Payment received		\$518.00	\$0.00
8 Dec 2020	2 Mar 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$518.00		\$518.00 DR