

JEM Super Fund

Contributions Breakdown Report

For The Period 01 July 2021 - 30 June 2022

Summary

•								
Member	D.O.B	Age (at 30/06/2021)	Total Super Balance (at 30/06/2021) "1	Concessional	Non-Concessional	Other	Reserves	Total
Marshall, Janelle Elizabeth	14/11/1965	55	0.00	1,222.76	00 0	C	ó	
All Members						00:00	0.00	1,222.76
				1,222.76	0.00	0.00	0.00	1,222.76
The state of the s								

^{*1} TSB can include information external to current fund's transaction records. The amount is per individual across all funds.

Contribution Caps

Member	Contribution Type	Contributions	O	- tacara	
Marshall, Janelle Elizabeth	Concessional	0000		Sallent rosition	
		1,222.76	102,500.00	101 277 24 Bolow Con	Bolow Con
	(5 year carry forward cap available)			11.0	Delow Cap
	Non-Concessional				
		0.00	110,000.00	110,000.00 Below Cap	Below Cap
					-

Carry Forward Unused Concessional Contribution Cap

Member	2017	2018	2019	2020	2021	2022	Cirront Docition
Marshali, Janelle Elizabeth							
Concessional Contribution Cap	35,000.00	25,000.00	25.000.00	25,000,00	0000		
Concessional Contribution	000	000	00.00	00.00	00.000,62	27,500.00	
Unused Concessional Contribution	000	00.0	00.00	0.00	0.00	1,222.76	
Cumulative Carry Forward Unitsed	90;5 9714	00:0	23,000.00	25,000.00	25,000.00	26,277.24	
Maximim Can Available	Y/NI	N/A	0.00	25,000.00	50,000.00	75,000.00	
	35,000.00	25,000.00	25,000.00	50,000.00	75,000.00	102.500.00	101 277 24 Rolow Cap
i otal Super Balance	0.00	00:0	0.00	0.00	0.00	00:0	de la companya de la

NCC Bring Forward Caps

Total Current Position	N/A Bring Forward Not Tripect
2022	0.00
2021 20	0.00
2020	0.00
2019	0.00
Bring Forward Cap	N/A
Member	Marsnall, Janelle Elizabeth

Marshall, Janelle Elizabeth	abeth										
•			Ledger Data	ata				SingerStream Data	Data		
Date Transaction Description		Contribution Type	Concessional	Non-	Other	Reserves	Reserves Contribution	Employer	Concessional Non-	Non-	Other
24/06/2022 SuperChoice P/L PC230622- 093843368 50	e P/L 50	Employer	1,222.76				Employer	QUEENSLAND HEALTH	1,222.76	Concess	
Total - Marshall, Janelle Elizabeth	izabeth		1,222.76	0.00	0.00	0.00			1.222.76	00.00	90

Total for All Members





SuperStream Contribution Data Report

JEM Super Fund

For The Period 01 July 2021 - 30 June 2022

Transaction	•								
Date	Reference	Employer Org	Pay Period	Employer	Employer Personal - NCC Sponse & Child	Sponse & Child	Other Family &		
Marshall, Ja	Marshall, Janelle Elizabeth					3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	65	Any Other	Lotal
24/06/2022	24/06/2022 PC230622-093843368	QUEENSLAND HEALTH	QUEENSLAND HEALTH 30/05/2022 - 12/06/2022	1,222.76	0.00	0.00	0.00	0.00	1,222.76
				0007					
				1,222.76	0.00	0.00	0.00	0.00	1,222.76
į				1,222.76	0.00	0.00	0.00	0.00	1 222 76
Data last upd:	"Data last updated: 16/09/2022								2

JEM Super Fund General Ledger



As at 30 June 2022

Transaction Date	Description	Units	Debit	Credit	Balance \$
Transfers In (28	500)				
(Transfers In)	Marshall, Janelle Elizabeth - Accumulation (MARJAN00001A)		•		
27/05/2022	QSUPER LUMP SUMS 609051150630527347 PSNI 53 [SuperStream roll in at 27/05/2022 -		7-3	237,000.00	237,000.00 CR
13/06/2022	PRN:609051150630527347] DEPOSIT 50 - Rollover Public Sector Superannuation		25	46,106.78	283,106.78 CR
				283,106.78	283,106.78 CR

Total Debits:

0.00

Total Credits:

283,106.78

Rollover benefits statement

0 1 JUN 2022 0417768 MARSJS1

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JEM SUPER FUND PO BOX 806 OXENFORD QLD 4210



Part of Australian Retirement Trust

Central Plaza Three 70 Eagle Street, Brisbane GPO Box 200, Brisbane QLD 4001

P 1300360750

F 1300 241 602

W qsuper.qld.gov.au

Please keep a copy of this statement for your records.

Section A: Receiving fund

Australian business number (ABN)	29 680-089-158
Fund name	JEM SUPER FUND
Postal address	PO BOX 806
Suburb/town/location	
State/territory	OXENFORD
Postcode	QLD
Country	4210
Unique superannuation identifier (USI)	Australia
Member client identifier	

Section B: Member's details

Tax file number (TFN)	499 943 350
Full name	488-842-250
Title	
Surname	Mrs
First given name	Marshall
Other given names	Janelle
Residential address	Elizabeth
Suburb/town/location	27a HELEN STREET
State/territory	COOKTOWN
Postcode	QLD
	4895
Country	
Date of birth	14 November 1965
Daytime phone number	T More made 1905
Email address (if applicable)	jemar1411@gmail.com



Section C: Rollover transaction details

Service period start date	01 July 1991
Tax components	And the state of t
Tax-free component	\$36,444.43
KiwiSaver tax-free component	\$0.00
Taxable component	
Element taxed in the fund	\$200,555.57
Element untaxed in the fund	\$0.00
Total tax components	\$237,000.00
Preservation amounts	
Preserved amount	\$237,000.00
KiwiSaver preserved amount	\$0.00
Restricted non-preserved amount	\$0.00
Unrestricted non-preserved amount	\$0.00
Total preservation amounts	\$237,000.00

Section D: Non-complying funds

Contributions made to a non-complying super fund on or after 10 May 2006

\$0.00

Section E: Transferring fund

Fund Australian business number (ABN)	60 905-115-063
Fund name	QSuper Accumulation account
Contact name	Member Services
Daytime phone number	1300360750
Email address	QSUPER.ATOREPORTING@QSUPER.QLD.GOV.AU

Section F: Declaration

Authorised representative declaration

I declare that:

- I have prepared the statement with the information supplied by the superannuation provider
- I have received a declaration made by the superannuation provider that the information provided to me for the preparation of this statement is true and correct
- I am authorised by the superannuation provider to give the information in the statement to the ATO.

Name	Neil Sheppard
Authorised representative signature	Neil Sheppard
Date	27 May 2022

This statement and all QSuper products are issued by Australian Retirement Trust Pty Ltd (ABN 88 010 720 840, AFSL 228975) as trustee for Australian Retirement Trust (ABN 60 905 115 063). Any reference to 'QSuper' is a reference to the Government Division of Australian Retirement Trust This statement provides details of your benefit payment, and every effort has been made to ensure that the information on which this statement is based is accurate and up-to-date. Please read the Information carefully and retain it for your records. As we are required to provide you all the information necessary to understand your benefit entitlement, if you require further information, please call us on 1300 360 750.





Reference: 60926884

Contact: Customer Information Centre

Telephone: 1300 000 377

24 May 2022

THE TRUSTEE FOR JEM SUPER FUND PO BOX 806 **OXENFORD** QLD 4210

Re:

MRS JANELLE MARSHALL

27 HELEN ST

COOKTOWN QLD 4895

You should have received or soon receive a cheque for the amount of \$46,106.78 from Westpac bank in respect of the above named member. A Rollover Benefit Statement is enclosed with this letter.

If you have any questions please call us on 1300 000 377.

Yours sincerely

W Smith

Commonwealth Benefits



Public Sector Superannuation Scheme

OVERSEAS CALLERS

+51 2192 9503



Rollover benefits statement

ORIGINAL

\$	SECTION A: RECEIVING	FUND					
1	Australian business	number (ABN):	29680089158				
2	! Fund Name:	The Trustee for JEM Super F	fund				
3	Postal Address:	PO BOX 806 OXENFORD QLD 421	0			446	
4	Unique superannuati	on identifier (USI)					
	Member client identif	- · ·					
s	ECTION B: MEMBER'S	DETAILS					No. of Control of Control
5	The second secon	488842250					
6		Alternative species and a second seco					
	Family name	Marshall	Administration of the second of				
	First given name:	Janelle		1			
	Other given names:	Elizabeth					
		Lileabeur		**		1988 White as an exp a hypersone	
7	Residential address	27 HELEN ST					
	_	cope M					
	Suburb/town/locality	COOKTOWN	State/territory	QLD	Postcode:	4895	* *.
	Country	* - i sandiferiore m					
8	Date of birth	14 November 1965					
9	Sex	F		10 Daytime phone num	ber (include area code)	0437956334	
-	Email address	JEMAR1411@GMAIL.COM			_		
SE	CTION C: ROLLOVER	TRANSACTION DETAILS			A THE RESERVE		
12	Service period start d	ate:	10 February 1988	14 Preservation amoun	ts		
13	Tax components:			Preserved amount		\$	46,106.78
	Tax-free component	3	0.00	KiwiSaver preserved amo	unt	\$	0.00
	KiwiSaver tax-free co	omponent	\$ 0.00			\$	0.00
	Taxable component			Unrestricted non-preserve		\$	0.00
	Element taxed in the	fund s	46,106.78	Preservation amounts to	otal	\$	46,106,78
	Element untaxed in t	he fund \$	0.00				101100110
	Tax components TOTA	L \$	46,106.78				
ŜE	CTION D: Non-complyi	ng funds		4-13-14-14-14-14-14-14-14-14-14-14-14-14-14-		The state of the last	
15	Contributions made to	a non-complying fund or	or after 10 May 2006				
		:	0.00				
B 262	NAME OF TAXABLE PARTY.		HARMATAN TO SHARE SHOW	The state of the s		No. of Concession	Will be the second
SE	CTION E: Transferring (und					THE PERSON NAMED IN COLUMN
	_	fund 		18 Contact name:	M/ Cm-ith		STATE STATE OF
16	Fund ABN:	74 172 177 893	ion	18 Contact name:	W Smith		
16	Fund ABN:	THE RESERVE OF THE PARTY OF THE	on	19 Daytime phone	1300 000 377		
16 17	Fund ABN:	74 172 177 893	on				
16 17 SE	Fund ABN: Fund name: CTION F: Declaration stee, Director or author	74 172 177 893 Public Sector Superannuati		19 Daytime phone	1300 000 377		No. at
16 17 SE	Fund ABN: Fund name: CTION F: Declaration stee, Director or author clare that the information	74 172 177 893 Public Sector Superannuati		19 Daytime phone	1300 000 377	easter tea	

JEM Super Fund

SuperStream Rollover / Release Authority

As at 30 June 2022



1. Rollover / Release Authority Summary

Member's / Beneficiary's Name: JANELLE ELIZABETH MARSHALL

Transaction Type: SuperStream Roll In

Date: 27/05/2022

Transaction Status: Roll In Transaction Processed

2. Rollover / Release Authority Details

Member Details:

Is the rollover for a member or a beneficiary? Member

Member's Name: JANELLE ELIZABETH MARSHALL

Member Account: Default accumulation account

TFN: *******250

Date of Birth: ******1965

Sex: Female

Address: 27a HELEN STREET, COOKTOWN, 4895, QLD, AUSTRALIA

Service Period Start Date: 01/07/1991

Receiving Fund Details:

Is the fund an SMSF? Yes

Name: The Trustee for JEM Super Fund

ABN: 29680089158

ESA: BGLSF360

Member Client ID:

Bank Account

BSB: 182512

Account Name: JEM SUPER FUND

Account Number: 970365672

Transferring Fund Details:

Is the fund an SMSF? No

Name: THE TRUSTEE FOR AUSTRALIAN RETIREMENT TRUST

ABN: 60905115063

ESA:

USI: 60905115063002

Member Client ID: GSUP835546

JEM Super Fund SuperStream Rollover / Release Authority

Simmons Liwingstone & Associates

As at 30 June 2022

Rollover Transaction Details:

Is the request for the entire balance? No

Payment Reference Number: 609051150630527347

Requested Amount: \$237,000.00

Rollover Components

Tax Free Component: \$36,444.43

Element Taxed in The Fund: \$200,555.57

Element Untaxed In The Fund: \$0.00

Kiwisaver Tax Free Component: \$0.00

Preservation Amounts

Preserved Amount: \$237,000.00

Restricted Non-Preserved: \$0.00

Unrestricted Non-Preserved: \$0.00

Kiwisaver Preserved Amount: \$0.00

Is the request a Death Benefit Rollover? No

3. SuperStream Rollover / Release Authority Transaction History

Date	Transaction Status	Transaction Source	Processed By
30/05/2022	Roll In Transaction Processed	User created	Leeza Cox
27/05/2022	Roll In Transaction Received	Electronically received (Fund)	SYSTEM

JEM Super Fund

Formation Costs

\$2,500 SLA Invoice 31569

\$2,500.00 establishment costs

Year

2022	500.00	2,000.00
2023	500.00	1,500.00
2024	500.00	1,000.00
2025	500.00	500.00
2026	500.00	0.00



Simmons Livingstone & Associates

A.B.N. 45 163 871 958
PO Box 806, Oxenford 4210 Queensland
Tele 07 5561 8800 | Fax 07 5561 8700
simmonslivingstone.com.au

The Trustees JEM Super Fund 27A Helen Street COOKTOWN QLD 4895

Tax Invoice 031569

Ref: MARSJS1 20 April, 2022

Description	Amount
Meetings discussions and advice to you in relation to establishment of your Self Managed Superannuation Fund (SMSF). Attending to the establishment of your SMSF including checking of all forms minutes trust deeds and other relevant trust documentation. Provision of SMSF Trust Deed including alterations to reflect the SMSF has a corporate trustee; a Product Disclosure Statement summarising the features of the SMSF; Consents for the directors of the corporate Trustee; Minutes to set up the SMSF; Applications, beneficiary notices and TFN notices for the SMSF members; ATO trustee declaration form; Corporate Trustee - JM SMSF Pty Ltd Certificate of Registration of a company including ACN (Australian Company Number) Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund; Consent to act as Director; Consent to act as Secretary; Application for shares; Minutes of a meeting of directors; Share Certificates; Consent to act as Public Officer; Notice of appointment of Public Officer;	2,272.73

			Amoun
			2,272.7
ease note that this in	nvoice is now due.	GST: \$	227.2
		Amount Due: \$	227.2° 2,500.0 0
ne firm reserves the right to ch	nvoice is now due. The parage interest of 11.5% compounding daily on outstanding or legal practioner, at a cost to the client. Such continuers interest as charged by the debt collection as	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administration.	227.2' 2,500.00 To refer the outstandin
ne firm reserves the right to choices to a debt collection age	narge interest of 11.5% compounding daily on outstan ncy or legal practioner, at a cost to the client. Such c interest as charged by the debt collection as	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administration.	227.2' 2,500.00 To refer the outstanding on fees, legal costs a
ne firm reserves the right to choices to a debt collection age	narge interest of 11.5% compounding daily on outstan ncy or legal practioner, at a cost to the client. Such c interest as charged by the debt collection ag	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administration.	227.2' 2,500.00 to refer the outstanding on fees, legal costs a Ref: MARSJ Invoice: 0315
ne firm reserves the right to choices to a debt collection age	narge interest of 11.5% compounding daily on outstanding or legal practioner, at a cost to the client. Such a interest as charged by the debt collection as our account immons Livingstone & Associates	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administration or legal practioner.	227.2 2,500.00 to refer the outstanding on fees, legal costs at Ref: MARSJ Invoice: 0315 20 April, 20
(EFT) - Transfer to Account Name Si BSB: 064 445 Acc	narge interest of 11.5% compounding daily on outstanding or legal practioner, at a cost to the client. Such a interest as charged by the debt collection as our account immons Livingstone & Associates count: 1052 7520	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administrating gency or legal practioner. Amount Due: \$	227.2 2,500.00 To refer the outstanding on fees, legal costs at Ref: MARSJ Invoice: 0315 20 April, 20 2,500.00
(EFT) - Transfer to Account Name Si BSB: 064 445 Acc	narge interest of 11.5% compounding daily on outstanding or legal practioner, at a cost to the client. Such a interest as charged by the debt collection as our account immons Livingstone & Associates	Amount Due: \$ Inding amounts. The firm reserves the right to costs may include commission, administrating gency or legal practioner. Amount Due: \$	



FIRST MORTGAGE COMPANY HOME

8 June 2022

Certificate of Currency

This Certificate of Currency is valid as at the date of this letter, and is subject to the terms and conditions as set out in the policy.

Policy Number: 112892532 01

Period of Insurance: 8 June 2022 to 7 June 2023

Insured: Jem Property Investments Pty Ltd

Cover: HOME - \$350,000

Insured Address: 60a Mentone Road

Hayborough SA 5211

Interested Party: FIRST MORTGAGE COMPANY HOME

Total Amount Payable: \$362.56 by lump sum

Policy Issued by: Auto & General Services Pty Ltd (ACN 003 617 909)

PO Box 342

TOOWONG QLD 4066

Underwriter: Auto & General Insurance Company Ltd

PO Box 342

TOOWONG QLD 4066

Yours Sincerely,

Paul Dilnot

General Manager, Customer Services Department

5-1 MACQUARIE

Macquarie Cash Management Account

MACQUARIE BANK LIMITED

ABN 46 008 583 542

AFSL 237502

enquiries 1800 806 310 transact@macquarie.com www.macquarie.com.au

> GPO Box 2520 Sydney, NSW 2001

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616142

JM SMSF PTY LTD 27A HELEN STREET COOKTOWN QLD 4895 1 Shelley Street Sydney, NSW 2000

account balance \$261,041.97

as at 30 Jun 22

account name JM SMSF PTY LTD ATF JEM SUPER FUND account no. 970365672

	transaction	description	debits	credits	balance
19.04.22		OPENING BALANCE			0.00
27.05.22	Deposit	QSUPER LUMP SUMS 609051150630527347		237,000.00	237,000.00
06.06.22	Funds transfer	TRANSACT FUNDS TFR TO SIMMONS LIVINGSTON	2,500.00		234,500.00
07.06.22	Funds transfer	TRANSACT FUNDS TFR TO RAY WHITE GOOLWA T	20,000.00		214,500.00
09.06.22	Funds transfer	TRANSACT FUNDS TFR TO A2ZBUILDING INSPEC	450.00	gara - 120 man	214,050.00
13.06.22	Deposit	DEPOSIT		46,106.78	260,156.78
16.06.22	Direct debit	BUDGET DIRECT 112892532078857112	362.56		259,794.22
24.06.22	Deposit	SuperChoice P/L PC230622-093843368		1,222.76	261,016.98
30.06.22	Interest	MACQUARIE CMA INTEREST PAID*		24.99	261,041.97

how to make a transaction

online

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

by phone

Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 970365672

deposits using BPay From another bank



Biller code: 667022 Ref: 970 365 672

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JM SMSF PTY LTD ATF JEM SUPER FUND account no. 970365672

transaction

description

debits

credits

balance

CLOSING BALANCE AS AT 30 JUN 22

23,312.56

284,354.53

261,041.97

^{*} Stepped interest rates for the period 20 April to 16 June: balances \$0.00 to \$4,999.99 earned 0.00% balances \$5,000.00 and above earned 0.00% pa (58 days); 17 June to 30 June: balances \$0.00 to \$4,999.99 earned 0.25% balances \$5,000.00 and above earned 0.25% pa (14 days)



Macquarie Cash Management Account

enquiries 1800 806 310

account name JM SMSF PTY LTD ATF JEM SUPER FUND account no. 970365672

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

Name Authority Type

LIVINGSTONE SIMON SIMMONS LIVINGSTONE & Enquiry authority

ASSOCIATES

Authority descriptions

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

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

annual interest summary 2021/2022

 INTEREST PAID
 24.99

 TOTAL INCOME PAID
 24.99



Macquarie Cash Management Account

enquiries 1800 806 310

account name JM SMSF PTY LTD ATF JEM SUPER FUND account no. 970365672

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

- · Electronic funds transfers up to \$5,000 a day using online banking.
- Increase your limit to \$100,000 using the Macquarie Authenticator App or nominate an account for unlimited transfers by contacting us.
- BPAY payments (subject to BPAY biller code limits) free of charge via online and mobile banking.
- Make the switch to free online statements by updating your preference online.

About your account

- Interest is calculated on daily balances and paid monthly. The interest rate is variable and may change at any time without prior notice.
- For more information about your account including fees and charges, mistaken payments or unauthorised transactions, please
 read the terms and conditions for your product, available at macquarie.com.au or by contacting us. If you have a complaint
 about our service, or to find out more about our dispute resolution procedures, please refer to
 macquarie.com.au/feedback-and-complaints.

Protect your account

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

Access to and sharing your data

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

Visit our Help Centre

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

Download the Macquarie Mobile Banking app

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





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JEM Super Fund

Investment Movement Report

As at 30 June 2022

Investment	Opening Balance	es	Additions	ep.		Disposals		Ö	Closing Balance	
	Units	Cost	Units	Cost	Units	Cost	Accounting Profit/(Loss)	Units	Cost	Market Value
Bank Accounts										
Macquarie ***5672	5672									
				284,354.53		(23,312.56)			261,041.97	261,041.97
				284,354.53	£	(23,312.56)			261,041.97	261,041.97
Real Estate Prop	Real Estate Properties (Australian - Residential)	- Residential)								
60aMentone -	60aMentone - 60A Mentone Road, Hayborough SA, Australia	, Hayborough SA,	Australia							
			1.00	20,450.00				1.00	20,450.00	20,450.00
				20,450.00	depart of the second of the se				20,450.00	20,450.00
				304,804.53		(23,312.56)			281,491.97	281,491.97

3 20000 # 6-2 \$ 450 # 6-4

4 2045D

22nd July 2022

JEM Property Investments Pty Ltd as Trustee for JEM Bare Trust on behalf of JEM Super Fund

SETTLEMENT STATEMENT

Tax invoice in respect of items marked with '*' ABN: 21 123 317 014

Purchase of:

60a Mentone Road, Hayborough

Anticipated Settlement Date: 22 July 2022 Adjustment Date:

21 July 2022

Description	Debit	Credit
Purchase Price	\$457,000.00	
Deposit Paid		\$20,000.00
Council Rates \$1,590.90 per annum (calculated on 2021/2022 financial year rates plus estimated 5% increase) Unpaid to 30/06/2023 - 365 days Vendor allows 21 days For period 1/07/2022 to 21/07/2022		\$91.53
Water & Sewerage \$149.95 per quarter (annual basis) Adjusted as paid to 30/09/2022 Purchaser allows 71 days For period 22/07/2022 to 30/09/2022	\$116.67	
Emergency Services Levy \$88.35 per annum Adjusted as paid to 30/06/2023 - 365 days Purchaser allows 344 days For period 22/07/2022 to 30/06/2023	\$83.27	
Community Corporation Insurance \$140.00 per annum (calculated on 24.45% lot share) Adjusted as paid to 7/06/2023 - 365 days Purchaser allows 321 days For period 22/07/2022 to 7/06/2023	\$123.12	
Stamp Duty on Transfer	\$19,180.00	
Transfer Registration Fee	\$4,060.50	
* Conveyancing Fee	\$1,000.00	

GST	\$100.00	
* Disbursements Fee GST	\$100.00 \$10.00	
* Priority Notice Lodgement Fee GST	\$23.70 \$2.37	
* Asic Search GST	\$9.00 \$.90	
PEXA Electronic Settlement Fee	\$123.97	
Mortgage Registration Fee	\$179.00	
Funds available from First Mac		\$242,228.12
Funds Currently Held in Trust		\$223,941.81
Surplus Funds due to client		(\$4,148.96)
* Total GST included in this Statement: \$113.27	\$482,112.50	\$482,112.50

The overpayment of settlement funds of \$4,148.96 will be transferred to your nominated account in accordance with your instructions.

Please keep this statement for future reference. Any requests for a duplicate of this statement made more than 12 months after settlement, may incur a fee for retrieval costs.





Notice to purchaser:

This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. It is advisable to check section 5 of the Land and Business (Sale and Conveyancing) Act 1994 regarding any cooling-off rights that you may have and how to exercise them.

Legal Entity/ Full Name(s): Yonne Janet Owen ABN (if applicable): Primary contact: Legal Entity/ Full Name(s): Andrew Philip Owen ABN (if applicable): Primary contact: Legal Entity/ Full Name(s): ABN (if applicable): Primary contact: Legal Entity/ Full Name(s): ABN (if applicable): Primary contact: Legal Entity/ Full Name(s): ABN (if applicable): Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Vendors Yes If yes, refer to Annexure - Additional Purchasers Yes If yes, refer Y	itity/Full Name(s): Yvonne Janet Owen		rimary contact:				
ABN (if applicable): VENDOR 2:	Reserve Primary contact:	Legal Entity/ Full Name(s): Yv					
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	ompany Name/Legal Entity: Winn resentative: Nathan Fry								
Street 1: 1 Ca									
pro-	adell Street								
Street 2:									
Suburb: Gool	lwa			Sta	te: SA		Postcode:	5214	
ABN (if applica	able): 75 635 639 146		RLA	No:	RLA 298107		J		
Telephone:	W: 8555 2626			M:	0438 867 017				
Email: nath	an.fry@raywhite.com								
4 DRODERTY	: Street 1: 60a Mentone Road								
Street 2:	. Street 1. boa Mentone Road								
Suburb: Hayb	porough								
	City of Victor Harbor			Stat	e: S.A		Postcode:	5211	
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	inity Manager: Judy	ın tı	he Hundre	a of					1
	ion of Property:				T: 0417 383	3 313			N//
	able for GST on the Property?	Yes No							
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	of July		20 22
OR			
Within days	of the satisfaction of the Special Co	ondition(s) (if any),	whichever is the later
Or such other date as may be agreed between the part	ies in writing		
9. INCLUDED CHATTELS: Not applicable			
	7 Dishwasher	V Window t	reatments
✓ Fixed floor coverings	Z Light fittings	✓ Rubbish b	
Other (specify)			
Consumer Credit Chattels (specify)			
10. EXCLUDED CHATTELS: Not Applicable Personal effects Garden pots and ornaments Other (specify)	Vendor's; and/or Tenant's: Dishwasher Rubbish Bins	✓ Loose floo ✓ Freestand	r coverings ling furniture
I.1. EXCEPTIONS: ✓ None Known East Details Or Any Other Exceptions: I.2. TENANCIES: Is sale subject to an existing the subject	ements Encumbrances enancy? Yes V No	Rights Of Way	Party Wall Rights
Managing Agent		T.	
enant (Name/s)			
	nt Date / /20	Fr. d Data	
erm: Fixed: Commencemen	400	End Date	/ // 20
erm: Fixed: Commencemen Periodic: Commencemen		End Date	/ /20
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Periodic: Commencement per payable in advance Weekly Found lodged with Consumer and Business Services: mount: \$ 3. NOTICES AND ORDERS: None known	Totate / / 20 Fortnightly Calendar monthly Specify	✓ None know	n Not applicable
Periodic: Commencement per payable in advance Weekly Found lodged with Consumer and Business Services: Mount: \$ 3. NOTICES AND ORDERS: None known pody Corporate Manager: Judy	Totate / / 20 Fortnightly Calendar monthly Specify	✓ None know	n Not applicable
Periodic: Commencement per payable in advance Weekly Found lodged with Consumer and Business Services: Mount: \$ 3. NOTICES AND ORDERS: None known pody Corporate Manager: Judy	Totate / / 20 Fortnightly Calendar monthly Specify	✓ None know	n Not applicable





15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT: None known	Specify	
16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES: None known Specify		
17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS ✓ Not Applicable Not known Compliant with Planning, Development and Infrastructure Act 2016 (as amended) requirements relating to pre 1 swimming pools. Compliant with Planning, Development and Infrastructure Act 2016 (as amended) requirements relating to 1 Jul 1993 constructed swimming pools. Not compliant Specify details of non-compliance		
18. WORKS TO BE CARRIED OUT BY VENDOR: Not applicable Specify		
19. SPECIAL CONDITIONS: ✓ Not Applicable		
Is the sale price of the property \$750,000 or more? If yes, refer to Special Condition - Foreign Resident Withholding Regime	Yes	_ No
Is the sale Subject to Finance? If yes, refer to Annexure: Special Condition - Sale Subject to Finance	.Yes	☐ No
Is the sale Subject to Sale and Settlement of Purchaser's Property? If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property	Yes	No
Is the sale Subject to Settlement of Purchaser's Property? If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property	Yes	No
Is the sale subject to any other Special Condition? If yes, refer to Annexure	Yes	☐ No
20. FURTHER TERMS OF SALE: V Not Applicable		
Will the Purchaser provide a guarantee in lieu of paying a deposit? If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee	Yes	☐ No
Is the sale subject to any other Further Term of Sale If yes, refer to Annexure As described below	Yes	No OR
INITIALS		





1. Agreement for Sale and Purchase

The Vendor agrees to sell the Property and the Purchaser agrees to buy the Property for the Purchase Price on the terms and conditions of this Agreement.

2. Definitions and Interpretation

2.1 Definitions

In this Agreement, unless a contrary intention appears:

- 2.1.1 "Act" means the Land and Business (Sale and Conveyancing) Act 1994 as amended;
- 2.1.2 "Agent" means the person or entity specified in Item 3 of the Schedule;
- 2.1.3 "Agreement" means this Agreement, the Schedule and any Annexure;
- "Annexure" means an annexure to this Agreement; 2.1.4
- "Certificate of Title" means the Certificate of Title or other best evidence of the Vendor's interest in the Property; 2.1.5
- 2.1.6 "Default Rate" means the rate of interest on the date default occurs, five (5) percentage points above the cash rate notified by the Reserve Bank of Australia;
- 217 "Deposit" means the sum of money specified in Item 7 of the Schedule:
- "Exceptions" means any easements, rights, privileges and appurtenances referred to on the Certificate of Title and any encumbrances, charges, exceptions, reservations and other interests specified in Item 11 of the Schedule or the Form 1, to 2.1.8 which the Property is sold subject to;
- 2.1.9 "Excluded Chattels" means the items specified in Item 10 of the Schedule;
- 2.1.10 "Form 1" means the Vendor's statement required under section 7 of the Act:
- "Further Terms" means the terms specified in Item 20 of the Schedule; 2.1.11
- "GST" means any goods and services tax or similar or comparable tax imposed by and defined in the GST Law; 2.1.12
- "GST Law" means the A New Tax System (Goods and Services Tax) Act 1999 and any other Act or Regulation pursuant to, 2.1.13 associated with, amending or replacing that Act. Any expression used in this Agreement that is also defined in the GST Law shall have the meaning used or attributed to that expression by the GST Law;
- 2.1.14 "Included Chattels" means the items specified in Item 9 of the Schedule;
- "Income" means all rent, fees, benefits and other monies received or receivable by the Vendor that are directly attributable 2.1.15 to the use by any third party of the Property;
- 2.1.16 "Outgoings" means all rates, levies, taxes (including, but not limited to land tax), assessments, charges and all other amounts payable by or chargeable to the Vendor in respect of the Property;
- 2117 "Property" means the land specified in Item 4 of the Schedule together with:
 - the easements, rights, privileges and appurtenances referred to on the Certificate of Title or Form 1; and (a)
 - (b) any improvements and fixtures and fittings; and
 - the Included Chattels:
- 2.1.18 "Purchase Price" means the sum of money specified in Item 6 of the Schedule;
- "Purchaser" means the person or entity specified in Item 2 of the Schedule; 2.1.19
- "Revenue SA Workspace" means the online portal and workspace made available by the Commissioner for conveyancing practitioners to provide details of Reportable Transactions as described in clause 25. 2.1.20
- 2.1.21 "Settlement" means completion of the sale and purchase of the Property from the Vendor to the Purchaser;
- 2.1.22 "Settlement Date" means the date specified in Item 8 of the Schedule;
- "Special Condition" means a special condition set out in or annexed to this Agreement; 2.1.23
- "Tenancies" means any tenancy specified in Item 12 of the Schedule; 2.1.24
- "Transfer" means a Memorandum of Transfer (or other appropriate conveyance) of the Property and where applicable, any
- other documents supplied by the Vendor to the Purchaser necessary to transfer title to the Property to the Purchaser; 2.1.25
- 2.1.26 "Vendor" means the person or entity specified in Item 1 of the Schedule;
- "Works" means the items specified in Item 18 of the Schedule. 2.1.27

Interpretation

In this Agreement, unless a contrary intention appears:

- words which denote the singular include the plural and vice versa; 2.2.1
- 222 words which denote natural persons include corporations and vice versa; and
 - (a) reference to a natural person includes that person and that person's personal representatives, assigns and permitted nominees; and
 - (b) reference to a corporation includes such corporation and its successors, assigns and permitted nominees;
- 2.2.3 where a party to this Agreement consists of more than one person then:
 - any covenant or obligation to be performed by that party shall bind each of those persons jointly and severally; and
 - any reference to that party shall include any one or more of those persons;
- headings are included in this Agreement for convenience and do not form any part of this Agreement or affect its 2.2.4
- may be signed in any number of counterparts and by different persons on separate counterparts. The combination of all 2.2.5 counterparts will together constitute the one Agreement.

3. Payment

- All monies payable by the Purchaser prior to Settlement will be paid to the Agent to be held in trust until Settlement and 3.1 will be applied to any amounts due to the Agent and then to the Purchase Price.
- The balance of the Purchase Price will be paid at Settlement as directed by the Vendor.

4. Prior to Settlement

- The Purchaser must execute and deliver to the Vendor at least seven (7) days before the Settlement Date: 4.1
 - 4.1.1 a Transfer; and
- any assignment or other instrument required to transfer title to the Property to the Purchaser.
- In the event the Purchaser does not provide the Vendor with the Transfer in accordance with clause 4.1, the Purchaser authorises 4.2 the Vendor to prepare the Transfer at the Purchaser's expense.
- The Vendor must notify the Purchaser at least two (2) business days before the Settlement Date of the details of any bank cheques 4.3 required at Settlement Date.

INITIALS





4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.

5. Settlement

- Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date. 5.1
- At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser. 5.2
- All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 54 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
 - the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
 - 5.4.2 land tax will be adjusted on a single holding basis;
 - if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies. 5.4.3
 - 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the Land Tax Act 1936 (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
 - The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of 5.4.5 increasing the land tax payable by the Purchaser.
 - 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
 - (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
 - (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death,
 - failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
 - In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the 5.4.7 Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
 - (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged: and
 - (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on 5.5
- The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.

6. Vacant Possession

- Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
 - the removal of the Excluded Chattels and making good any damage arising from that removal; 6.2.1
 - 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance:
 - delivering all keys and security devices to the Property to the Purchaser. 6.2.3

7. Title and Risk

- Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.
- The Certificate of Title will be conclusive evidence of the Vendor's title.

8. Strata and Community Title

- If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:
- The following further adjustments between the parties shall be made:
 - if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
 - if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, 8.1.2 or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the 8.2 corporations.
- 8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

INITIALS





If requested by the Purchaser in writing, the Vendor will apply to the Secretary of the Strata or Community Title Corporation to 8.4 authorise the Purchaser to inspect the records of the Corporation in accordance with the provisions of section 41 of the Strata Titles Act 1988 or section 139 of the Community Titles Act 1996 as the case may be, and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

9. Misdescription

Subject to any applicable laws, this Agreement may not be terminated for any error, omission or misdescription of the Property but either party will be entitled to compensation from the other for any loss or damage arising from the error or misdescription if notified and demanded within fourteen (14) days of Settlement.

Except as outlined in the Schedule or the Form 1, the Vendor warrants that, to the best of its knowledge, at the date of this Agreement that:

- 10.1 there are no outstanding matters regarding the repair or erection of a fence between the Property and any adjoining properties under the Fences Act 1975:
- there are no outstanding demands, orders or requisitions relating to the Property;
- 10.3 there are no proposals for the redirection or alteration of any road adjoining the Property that would materially affect the value or use of the Property;
- 10.4 there are no amounts owing to any authority for any works performed by that authority in respect of the Property;
- where there is a pool on the Property, that unless specified in Item 17 of the Schedule, the pool complies with all relevant safety requirements as specified in relevant legislation, regulations and standards governing pool safety;
- 10.6 since becoming the registered proprietor of the Property, no unapproved building work has been carried out on the Property.

11. Boundaries

The Vendor does not warrant that:

- 11.1 there are no fences, buildings or improvements which are not on or within the boundaries of the Property;
- there are no improvements or fixtures upon adjoining land encroaching on the Property;
- 11.3 there are no improvements or fixtures on the Property encroaching on adjoining land.

12. Works

Before Settlement, the Vendor will carry out the Works (if any).

- The parties agree to comply with the Further Terms (if any).
- In the case of inconsistency between these terms and conditions and the Further Terms, the Further Terms shall apply to the extent 13.2 of any inconsistency.

14. Special Conditions

- 14.1 This Agreement is subject to the satisfaction of the Special Conditions (if any).
- The party required to satisfy a Special Condition must use its best endeavours to do so on or before the date specified in that Special Condition (or if not specified, within twenty one (21) days of the date of this Agreement).
- If a party fails to satisfy a Special Condition then:
 - 14.3.1 if the party required to satisfy the Special Condition complies with clause 14.2 and such other terms and conditions as specified in the Special Condition, then either party may terminate this Agreement upon written notice to the other party; or
 - if the party required to satisfy the Special Condition fails to comply with clause 14.2, or is otherwise in breach of such 14.3.2 other terms and conditions specified in the Special Condition, then such an event will be deemed a default under this
 - if the Purchaser is in default, clauses 15.3 and 15.4 will apply; or
 - if the Vendor is in default, clauses 16.1 and 16.2 will apply.
- 14.4 If this Agreement is terminated pursuant to clause 14.3.1, then any monies paid by or on behalf of the relevant party under this Agreement shall be refunded to that party.
- If this Agreement is terminated pursuant to, or as a result of clause 14.3.2 then:
 - 14.5.1 if the Purchaser is in default, clauses 15.10 and 15.11 will apply; or
 - 14.5.2 if the Vendor is in default, clause 16.2 will apply

15. Purchaser's Default

- 15.1 If for any reason whatsoever, except for the neglect or default of the Vendor, Settlement does not occur on the Settlement Date (or some other date as agreed in writing between the parties), the Purchaser must pay interest on the total Purchase Price (less any deposit paid) from the Settlement Date until the earlier of the date full payment is made or the date of termination, at the
- The payment of interest under clause 15.1 shall be in addition to, and without prejudice to any other rights or remedies the Vendor has by reason of the Purchaser's default.
- Without prejudice to any other rights, if the Purchaser fails to pay the Deposit or any part of the Deposit, or otherwise fails to observe or perform any obligations imposed on the Purchaser under this Agreement prior to the Settlement Date (or such other date as specified), the Vendor may give the Purchaser written notice requiring the Purchaser to remedy the default ("Notice of Default") within three (3) business days of the date of the Notice of Default. If the Purchaser fails to remedy the default within the time specified in the Notice of Default, the Agreement will automatically terminate at the expiration of that period unless the Vendor withdraws the notice in writing.
- 15.4 A Notice of Default under clause 15.3:
 - 15.4.1 may be given at any time after the occurrence of the default;
 - must state that unless the default identified in the Notice of Default is remedied within the time specified, this Agreement 15.4.2 will automatically terminate.
- 15.5 If the Purchaser fails to complete Settlement on the Settlement Date and does not settle within three (3) business days from the Settlement Date, the Vendor may provide the Purchaser with a notice to complete settlement ("Notice of Completion").
- The Notice of Completion must appoint a time for Settlement (with a minimum ten (10) business days notice) and require the Purchaser to settle at the time provided in the Notice of Completion.

INITIALS





- 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
- A Notice of Completion can be given more than once.
- The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the 15.9 Purchaser's default.
- 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):

 - 15.10.1 retain the Property; or 15.10.2 resell the Property; and
 - in either event sue the Purchaser for damages for breach of contract.
- 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
 - 15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
 - any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
 - all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser (b) receiving credit for any Deposit); and
 - 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
- 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

16. Vendor's Default

- 16.1 Without prejudice to any other rights, if the Vendor is in breach of this Agreement, the Purchaser must give the Vendor written notice to remedy the default within three (3) business days of service of the notice.
- 16.2 Where the Vendor fails to comply with that notice, the Purchaser may:
 - terminate this Agreement by further written notice in which case all monies paid by the Purchaser must be refunded by 16.2.1 the Vendor forthwith; or
 - 16.2.2 postpone the Settlement Date until such time as the breach is remedied in which case the Vendor will pay to the Purchaser (at the Purchaser's absolute discretion):
 - interest at the Default Rate on the full Purchase Price from the Settlement Date to the date when the breach ceases and is notified to the Purchaser; or
 - the amount of the actual damage suffered by the Purchaser.
- If the Settlement Date is postponed, all Outgoings from the Property shall be readjusted to midnight on the day preceding Settlement, but Income remains adjusted to the Settlement Date.

17 Time

Time is of the essence in respect of any obligation under clauses 15, 16, 24 and 25.

18. Goods and Services Tax (GST)

If the Vendor and Purchaser acknowledge that GST applies to any supply made under or in connection with this Agreement by the Vendor, then it applies in accordance with the GST Annexure to this Agreement.

19. Miscellaneous

- 19.1 Notices under this Agreement:
 - 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
 - 19.1.2 may be served:
 - by being left at the last known residence or place of business of the intended recipient; or
 - by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
 - by email to the email address of a party or a party's representative as provided in this Agreement.
 - 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
 - 19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
 - 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger

The provisions of this Agreement shall not merge upon Settlement.

- 19.3 Cheques
 - 19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
 - 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 19.4 Costs

The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.

- 19.5 Date of this Agreement
 - The date of this Agreement is the date on which the last of the parties executes it.
- 19.6 Legal Capacity of Purchaser
 - The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity. 19.6.1
 - 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

INITIALS





20. Privacy Act 1988

- 20.1 The parties agree and acknowledge that the Agent uses personal information collected from the Purchaser and Vendor to act as the Vendor's agent and to perform their obligations under this Agreement.
- 20.2 The Agent may disclose this information to other parties including conveyancers, connection services, legal advisers, financial institutions and government bodies.
- 20.3 The Agent will only disclose information in the way described in clause 20.2 as required to perform its duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.
- 20.4 If the Vendor or Purchaser would like to access this information or correct or update this information, they can do so by contacting the Agent at the address and telephone number provided in this Agreement.

21. Other Conditions

This Agreement includes other terms and conditions as specified in or attached to this Agreement (including Annexures).

22. Governing Law

This Agreement is governed by and construed in accordance with the laws from time to time in force in South Australia and the parties submit to the non-exclusive jurisdiction of the Courts of South Australia.

23. General

If any provision of this Agreement shall be found by a Court of competent jurisdiction to be invalid or unenforceable in law, then in such case the parties hereby request and direct such court to sever such provision from this Agreement.

24. eConveyancing Conditions

- 24.1 If each party is or has engaged an Australian Legal Practitioner and/or Licensed Conveyancer (Legal Representative), the parties agree that Settlement will take place using an Electronic Lodgement Network (Electronic Conveyancing), in accordance with the Electronic Conveyancing National Law (South Australia) Act 2013 (ECNL), and Participation Rules for Electronic Conveyancing determined by the Registrar-General in accordance with Section 23 of the ECNL (Participation Rules) unless:
 - 24.1.1 Lodgement of instruments under this Agreement (in whole or in part) are not eligible to be lodged electronically in accordance with the ECNL and the Participation Rules, or any other directions or requirements issued from time to time by the Registrar General or the Land Registry;
 - 24.1.2 Either party gives a valid notice that Settlement will not be completed by Electronic Conveyancing.
- 24.2 The parties acknowledge and agree that it is the Purchaser's right to nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Agreement, and the Vendor agrees to accept and use the same ELNO in circumstances where:
 - 24.2.1 the settlement under this Agreement must be an Electronic Conveyance; and
 - 24.2.2 the Participation Rules do not permit interoperability between two or more approved ELNOs.
- 24.3 To the extent the Participation Rules and the Operating Requirements determined by the Registrar-General in accordance with Section 22 of the ECNL (Operating Requirements) permit interoperability between two or more ELNOs, then either party may select and use their own approved ELNO for the Electronic Conveyance.
- 24.4 To the extent the Participation Rules and Operating Requirements do not permit interoperability between two or more ELNOs:
 24.4.1 the Purchaser shall nominate an approved ELNO within 10 Business Days of the date of this Agreement or within 2 Business Days of receiving a request from the Vendor as to the ELNO nomination; and
 - 24.4.2 failing the Purchaser making a nomination within such 2 Business Day period of receiving the Vendor's request then the Vendor may nominate an approved ELNO for the purpose of carrying out an Electronic Conveyance pursuant to this Contract.
- 24.5 The Vendor must within 14 Business Days of the date of this Agreement:
 - 24.5.1 create an Electronic Workspace:
 - 24.5.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.5.3 invite the Purchaser and the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.6 The Purchaser must:
 - 24.6.1 accept the Vendor's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - 24.6.2 populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - 24.6.3 invite the Purchaser's mortgagee (if any) to join the Electronic Workspace.
- 24.7 If the Vendor does not comply with clause 24.5 the Purchaser may:
 - 24.7.1 create an Electronic Workspace;
 - 24.7.2 populate the Electronic Workspace with the details of the Property and other required particulars relating to the sale of the Property; and
 - 24.7.3 invite the Vendor and the Purchaser's mortgagee (if any) to join the Electronic Workspace; and
 - 24.7.3 the Vendor must:
 - (a) accept the Purchaser's invitation to join the Electronic Workspace within 2 Business Days of receipt of the invitation;
 - (b) populate the Electronic Workspace with the required particulars relating to the sale of the Property; and
 - (c) invite the Vendor's mortgagee (if any) to join the Electronic Workspace.
- 24.8 The Electronic Workspace is an electronic address for the service of notices and for written communications for the purposes of the ECNL and any electronic transaction legislation.
- 24.9 Settlement occurs under this clause 24 when the Electronic Workspace records that:
 - 24.9.1 The exchange of funds between financial institutions in accordance with the instructions of the parties has occurred; or 24.9.2 If there is no exchange of funds or other value the documents accordance with the instructions of the parties has occurred; or
 - 24.9.2 If there is no exchange of funds or other value, the documents necessary to enable the Purchaser to become the registered proprietor of the Land have been accepted by the Registrar General for electronic lodgement.
- 24.10 The parties must agree in writing on a method, time and place for delivery or exchange of any documents relating to the sale that cannot be delivered or exchanged using the Electronic Workspace. If the parties cannot agree, the party who holds the documents holds them in escrow for the benefit of the party who is entitled to them and the party holding the documents must deliver the documents as reasonably directed by the person entitled to them immediately after Settlement.

INITIALS





24.11 If by reason of an electronic or computer system failure of any of the Land Registry, the Reserve Bank of Australia or the ELNO Settlement does not occur on the Settlement Date, the failure to settle does not constitute a breach or default by either party under this Agreement, and the parties will do all things reasonably necessary to complete settlement as an Electronic Conveyance on the next Business Day or such other date as the parties may agree or if Settlement is not able to be completed as an Electronic Settlement by reason of the failure of the electronic or computer systems of the Land Registry and only if the Electronic Workspace allows, the parties by agreement may elect to proceed with a financial settlement notwithstanding that settlement cannot be completed as an Electronic Conveyance, and do all other things necessary to complete Settlement.

25. Commonwealth Reporting

25.1 Reportable Transactions

The parties acknowledge and agree that:

- the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable 25.1.1 transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and
- 25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.
- 25.2 Creation of RevenueSA Workspace
 - The Purchaser must at least 7 Business Days prior to the Settlement Date: 2521
 - create a RevenueSA Workspace:
 - populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and
 - invite the Vendor to join the RevenueSA Workspace. (c)
 - 25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:
 - create a RevenueSA Workspace:
 - accept the Purchaser's invitation to join the RevenueSA Workspace; and (b)
 - populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other (c) particulars that may be required for the relevant Reportable Transaction.
 - Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.3 25.2.2 the Purchaser may at any time before settlement:
 - populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or
 - if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

26. Electronic Communications

The parties to this contract each consent to either of them or their representatives signing the contract and any notices or documents under the Act by electronic signature pursuant to the Electronic Communications Act 2000 and delivering this contract and any notices or documents under the Act by email pursuant to the Act and the Electronic Communications Act 2000.

Contract: Execution





Signed by or on behalf of Purchaser 1	Docusigned by: A Marshall FED 12E66FC8F4A9	Date: 07-Jun-22
Purchaser Name		
n the presence of:		Date:
Vitness Name		
signed by or on behalf of Purchaser 2		Date:
Purchaser Name		Dutc.
n the presence of:		Date:
Vitness Name		
igned by or on behalf of Purchaser 3		Date:
Purchaser Name		Date.
n the presence of:		Date:
Vitness Name		
igned by or on behalf of Purchaser 4		Date:
urchaser Name		
the presence of:		Date:
/itness Name		

Contract: Execution Page





Signed by or on behalf of Vendor 1	Your Junt Own Date: 07-Jun-22
Vendor Name	Date: U7-Jun-22
in the presence of:	Date
Witness Name	Date:
	DocuSigned by:
Signed by or on behalf of Vendor 2	Indra Philip Owen Date: 07-Jun-22
Vendor Name	
in the presence of:	Date:
Witness Name	Bate.
Signed by or on behalf of Vendor 3	Deter
Vendor Name	Date:
in the presence of:	Date:
Witness Name	
Signed by or on behalf of Vendor 4	Date:
Vendor Name	
in the presence of:	Date:
Witness Name	
Vendor / Purchaser Please Note:	
 REISA recommends that you should not sign Use of this Agreement by a non-member of 	n any document unless you are satisfied that you understand its terms. REISA is a breach of Copyright.
AUCTION CONDITIONS	
Applicable V Not Applicable	
Auction snall apply to the Agreement. If sold b	blic Auction of the Real Estate Institute of South Australia exhibited prior to the by auction then the deposit of 10% of the Purchase Price (or such other amount to the auction and advised by the Purchaser prior to the auction) is payable ptance of the bid above the reserve.
	ne Act for sale under auction conditions or if the Purchaser waives the right to "coc

INITIALS



Product Date/Time

Customer Reference

Order ID

Register Search (CT 6060/817) 30/05/2022 02:03PM

20220530006133



The Registrar-General certifies that this Title Register Search displays the records maintained in the Register Book and other notations at the time of searching.



Certificate of Title - Volume 6060 Folio 817

Parent Title(s)

CT 6040/385

Creating Dealing(s)

ACT 11386510

Title Issued

09/07/2010

Edition 3

Edition Issued

25/11/2019

Estate Type

FEE SIMPLE

Registered Proprietor

YVONNE JANET OWEN ANDREW PHILIP OWEN OF 60A MENTONE ROAD HAYBOROUGH SA 5211 **AS JOINT TENANTS**

Description of Land

LOT 4 PRIMARY COMMUNITY PLAN 26152 IN THE AREA NAMED HAYBOROUGH HUNDRED OF GOOLWA

Easements

NIL

Schedule of Dealings

NIL

Notations

Dealings Affecting Title

NIL

Priority Notices

NIL

Notations on Plan

Lodgement Date

Dealing Number

Description

Status

04/05/2010

11386511

BY-LAWS

FILED

Registrar-General's Notes

NIL

Administrative Interests

NIL



Product Date/Time

Customer Reference

Order ID

Historical Search 30/05/2022 02:03PM

20220530006133

Certificate of Title

Title Reference:

CT 6060/817

Status:

CURRENT

Parent Title(s):

CT 6040/385

Dealing(s) Creating Title:

ACT 11386510

09/07/2010

Edition:

3

Dealings

Title Issued:

Lodgement Date	Completion Date	Dealing Number	Dealing Type	Dealing Status	Details
20/11/2019	25/11/2019	13208104	TRANSFER	REGISTERE D	YVONNE JANET OWEN, ANDREW PHILIP OWEN
08/06/2018	25/06/2018	12938164	TRANSFER	REGISTERE D	MIRANDA JANINE HALL

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DELETE AS APPROPRIATE) Delete AS APPROPRIATE) Danell Marsh 0437 956	MEN ATE 334	1	6 2	2	
ABN (of Recipient) FROM 422 Building	Insp	NO	+12	00	
1 Pre Purchase Inspection @ 600 Mentone d	PRICI	1	G.S.	1000	TOTAL.
Hayborough '	409	09	40	21	450 (
TOTAL	INCLUS	SIVE (OF G.S		
Total includes G.5	i.T. of	K) 1/7		NOT

Inspection Agreement Property Inspection Report

Inspection agreement reference:

1277

Report type:

Property Inspection Report

Special conditions or instructions:

Consultant

Company name:

A2Z Building Inspections

Contact name:

Aaron

Address:

0401953057

Email:

aaron@a2zbuildinginspections.com.au

Client

Name:

Janelle Marshall

Phone:

0437956334

Email:

Jemar1411@gmail.com

Inspection

Property address:

69a Mentone Road Hayborough 5211

Inspection date:

Tuesday, June 7, 2022

Price:

\$450 (Including GST)

Terms and conditions

Service

This agreement is between the building consultant ("Inspector") and you ("Client"). You have requested the Inspector to carry out an inspection of your property for the purpose of preparing a Standard Property Report ("Report") to you outlining their findings and recommendation from the inspection.

- 2. The purpose of the inspection is to provide the Client with an overview of the Inspector's findings at the time of the inspection and advice as to the nature and extent of their findings.
- 3. This Report has been prepared at the direction of and exclusively for the Client. Details contained within this Report are tailored to the Pre-Inspection Agreement between the Inspector and the Client at the time of the Inspection and no other party can rely on the Report nor is the Report intended for any other party.

Scope of the Report

- 4. This Report is limited to the findings of the of the Inspector at the time of the inspection and any condition of the property which is not within the scope as set out herein or which occurs after the inspection is expressly excluded from this Report.
- 5. This Report expressly addresses only the following discernible to the Inspector at the time of inspection:
- (a) Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage;
- (b) any Major Defect in the condition of Secondary Elements and Finishing Elements and collective (but not individual) Minor Defects; and
- (c) any Serious Safety Hazard.
- 6. This Report is limited to the observations and conclusions of the Inspector that were readily observable at the building or site and given the state of property at the time of the Inspection.
- 7. This Report does not include the inspection and assessment of items or matters that are beyond the Inspectors direct expertise.

Inspection Limitations

- 8. The Inspection is limited to Readily Accessible Areas of the Building & Site based on the Inspector's visual examination of surface work (excluding furniture and stored items) and the carrying out of Tests.
- 9. Where the Inspection is carried out on a strata or company title property, the Inspection is limited to the interior and the immediate exterior of the residence inspected. The Inspection does not extend to common property areas and the Inspector will not inspect common property areas.
- 10. The Inspector's findings do not extend to matters where the Inspector was restricted or prevented from assessing the building or site as a result of:
- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint;
 (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out; and
- (c) areas of the building or site that were obstructed at the time of the inspection or not Readily Accessible Areas of the Building Site. An obstruction may include a condition or physical limitation which inhibits or prevents inspection and may include but are not limited to roofing, fixed ceilings, wall linings, floor coverings, fixtures,

fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

Exclusions

- 11. This Report does not consider or deal with the following:
- (a) any individual Minor Defect:
- (b) solving or providing costs for any rectification or repair work;
- (c) the structural design or adequacy of any element of construction;
- (d) detection of wood destroying insects such as termites and wood borers:
- (e) the operation of fireplaces and chimneys:
- (f) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (g) lighting or energy efficiency;
- (h) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (i) any appliances or white goods including dishwashers, refrigerators, ovens, stoves and ducted vacuum systems;
- (j) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (k) a review of environmental or health or biological risks such as toxic mould;
- (I) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (m) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (n) in the case of strata and company title properties, the inspection of common property areas or strata/company records.
- 12. Should the Client seek information from the Inspector related to one of exclusions above, that information is to be provided by way of a Special-Purpose Inspection Report which is adequately specified and must be undertaken by an appropriately qualified inspector. Additional information requested by the Client is not included in this Report.

Workplace Safety

13. The Client warrants to the Inspector (including the Inspector's, agents, employees and other personnel) that the Building Site is, to the Client's reasonable knowledge, safe and free of hazardous materials and that no party of the Building site constitutes a dangerous environment or work place safety concern.

Acceptance Criteria

- 14. The Inspector may compare the building being inspected with a similar building, unless specified otherwise in the Special Conditions or Instructions. The similar building which the Inspector may compare the current building to was, to the best of the Inspector's knowledge, constructed in accordance with ordinary building construction and maintenance practices at the time of construction and as such has not encountered significant loss or of strength or serviceability.
- 15. The Inspector assumes in their Report that the existing use of the building or site will continue unless specified otherwise in the Special Conditions or Instructions.

Acknowledgments

- 16. The Client Acknowledges that contents of the Report is subject to the Scope of the Report, Inspection Limitations, Exclusions and Acceptance Criteria. This Report does not include recommendations or advice about matters outside the scope of the requested inspection.
- 17. Should the Client have any queries or concerns about the purposes, scope or acceptance criteria on which this Report was prepared, all enquiries or concerns are to be discussed with the Inspector within a reasonable time upon receipt of this report.
- 18. The Client acknowledges that they will take all reasonable steps to implement any recommendation or advice

provided by the Inspector in their Report as a matter of urgency specified otherwise.

- 19. Any further discussions the Inspector following the production of this Report addressing concerns will not be reflected in this Report and as such the Report may not contain all advice or information related to the building or site provided by the Inspector.
- 20. The Client acknowledges that a visual only inspection restricts the Inspectors capacity to inspect the building or site thoroughly and is not recommended by the Inspector unless an inspection of the Readily Accessible Areas and appropriate tests are also carried out.
- 21. The Client Acknowledges that in accordance with the Australian Standard AS4349.0 2007 Inspection of Buildings, this Report does not warrant or give insurance that the building or site from developing issues following the date of inspection.
- 22. The Client acknowledges that the Inspector is not affiliated with Hello Inspections Pty Ltd ACN 620 518 238 ("Hello Inspections") nor is Hello Inspections liable for the content of the Report prepared by the Inspector or any other third party and the Client hereby indemnifies Hello Inspections from all claims, losses and damage arising, either directly or indirectly, from the Report and the Client accepts this document can be presented to a court as a complete bar to any proceedings by the client or its agents or related parties against Hello Inspections. The Client further acknowledges the Inspector is the agent for Hello Inspections solely for the purposes of this clause.
- 23. The Client acknowledges that Hello Inspections may reproduce the content within this Report for any commercial purpose, including sale of the Report in whole or in part to third parties, provided personal details or information of the Client contained therein are excluded.

Payment terms

All payments are due within 1 Business day of the Inspection.

Leeza Cox

From:

Janelle Marshall < jemar1411@gmail.com>

Sent:

Tuesday, 14 June 2022 11:36 AM

To:

Josh Palfreyman; Leeza Cox; Wayne Milner; Hanan Salib

Subject:

Fwd: Trust Account Receipt #404

Please find reciept from Ray white for deposit for 60a Mentone road Hayborough 5211.

Regards

Janelle Marshall

----- Forwarded message -----

From: Accounts Goolwa <accounts.goolwa@raywhite.com>

Date: Tue, 14 Jun 2022, 11:30 am Subject: Trust Account Receipt #404

To: < jemar1411@gmail.com>

Hi

Please find attached the receipt below.

Trust Account Receipt

Winning Edge Sales Pty Ltd T/as Ray White Goolwa

Licensee: Nici Godwin

1 Cadell Street Goolwa SA 5214 ABN: 75 6

Receipt# 404

Trans Date: (Added:

Received from:

JEM Property Investments Pty Ltd

Owner:

Yvonne Janet Owen

Property:

60a Mentone Road HAYBOROUGH

Details:

Deposit Received

Total Received:

\$20,000.00

Payment Method

EFT/BPay/CCard

Receipted By:

Accounts Goolwa

0	•		
Sian.			

Sign:	
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Accounts Ray White Goolwa | Victor Harbor

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