

1-1

# TT Super Fund General Ledger

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Contributions (24200)</b>					
<i>(Contributions) Buatava, Natasha Rose - Accumulation (BUANAT00001A)</i>					
01/02/2021	VNB RETIREMENT S SUPER FUND 50			500.00	500.00 CR
22/02/2021	VNB RETIREMENT S SUPER FUND 50			3,000.00	3,500.00 CR
15/03/2021	VNB RETIREMENT S SUPER FUND 50			500.00	4,000.00 CR
				<b>4,000.00</b>	<b>4,000.00 CR</b>
<i>(Contributions) Buatava, Vitori Tomu - Accumulation (BUAVIT00001A)</i>					
25/11/2020	super 001 Super 001 50 - \$650 total, split \$108.32 personal concessional, \$541.68 non concessional			650.00	650.00 CR
04/12/2020	VNB RETIREMENT S SUPER FUND 50			525.31	1,175.31 CR
22/12/2020	VNB RETIREMENT S SUPER FUND 50			450.00	1,625.31 CR
29/12/2020	BUATAVA FAMI Funds trns 50			45.00	1,670.31 CR
04/01/2021	Super Super 50			625.00	2,295.31 CR
15/01/2021	VNB RETIREMENT S SUPER FUND 50			600.00	2,895.31 CR
22/01/2021	SuperChoice P/L PC190121-110088602 50			966.18	3,861.49 CR
15/02/2021	Super Super 50			400.00	4,261.49 CR
22/02/2021	VNB RETIREMENT S SUPER FUND 50			37,000.00	41,261.49 CR
02/03/2021	VNB RETIREMENT S SUPER FUND 50			540.00	41,801.49 CR
10/03/2021	BANK OF QLD PCC 50. Positive Change Collective SG			1,768.64	43,570.13 CR
29/03/2021	BUATAVA FAMI Super 50			425.00	43,995.13 CR
12/04/2021	BUATAVA FAMI Super 50			415.00	44,410.13 CR
20/04/2021	SuperChoice P/L PC150421-173645803 50			768.36	45,178.49 CR
26/04/2021	super super 50			500.00	45,678.49 CR
10/05/2021	VNB RETIREMENT S SUPER FUND 50			468.74	46,147.23 CR
24/05/2021	VNB RETIREMENT S SUPER FUND 50			534.00	46,681.23 CR
10/06/2021	BUATAVA FAMI Super 50			525.00	47,206.23 CR
21/06/2021	BUATAVA FAMI Super VNB 50			400.00	47,606.23 CR
				<b>47,606.23</b>	<b>47,606.23 CR</b>

Total Debits: 0.00

Total Credits: 51,606.23



### SuperStream Contribution Data

Contributions

Export to PDF

Last Updated: 27/10/2021

Current Financial Year

From

20/10/2020

To

30/06/2021

MEMBER	TRANSACTION DATE	REFERENCE	EMPLOYER ORG NAME	PAY PERIOD	EMPLOYER	PERSONAL (NC)	SPOUSE & CHILD	OTHER FAMILY & FRIENDS	ANY OTHER	TOTAL
Buatava, Vitori (TFN not quoted)	22/01/2021	PC190121-110088602	Carematch Pty Ltd	21/09/2020 - 27/12/2020	966.18	0.00	0.00	0.00	0.00	966.18
Buatava, Vitori (TFN not quoted)	20/04/2021	PC150421-173645803	Carematch Pty Ltd	28/12/2020 - 21/03/2021	768.36	0.00	0.00	0.00	0.00	768.36
					<b>1,734.54</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,734.54</b>

2-1

TT Super Fund  
**General Ledger**

As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Transfers In (28500)</b>					
<u>(Transfers In) Buatava, Natasha Rose - Accumulation (BUANAT00001A)</u>					
27/11/2020	DEPOSIT 50		2-4	126,432.48	126,432.48 CR
				<b>126,432.48</b>	<b>126,432.48 CR</b>
<u>(Transfers In) Buatava, Vitori Tomu - Accumulation (BUAVIT00001A)</u>					
19/11/2020	WPACDE 1 115446171 3237 50		3-1	63,840.03	63,840.03 CR
17/12/2020	HESTA 005694113 50		4-2	17,616.45	81,456.48 CR
				<b>81,456.48</b>	<b>81,456.48 CR</b>
<b>Total Debits:</b>	<b>0.00</b>				
<b>Total Credits:</b>	<b>207,888.96</b>				

J-2



18 November 2020



000002

The Trustee for TT Super Fund  
PO Box 806  
OXENFORD QLD 4210

Dear Sir/Madam

### iQ Super - rollover for Natasha Thompson Member number: Natasha Thompson

We enclose the following documents in relation to the above member's rollover:

- A cheque for \$126,432.48
- Rollover Benefits Statement

#### We're here to help

If you have any questions or want more information, please call us on **1800 555 667**, email [iq@russellinvestments.com.au](mailto:iq@russellinvestments.com.au) or visit [russellinvestments.com.au](http://russellinvestments.com.au)

Yours sincerely

**iQ Super**

# Rollover benefits statement

2.3

## Section A: Receiving fund

1 Australian business number (ABN)

2 Fund name

3 Postal address  
  
  
Suburb/town/locality  State/territory  Postcode   
Country if outside Australia

4 (a) Unique Superannuation Identifier (USI)   
(b) Member Client Identifier

## Section B: Member details

5 Tax file number (TFN)

6 Full name  
Title   
Family name   
First given name  Other given names

7 Residential address  
Street address   
  
Suburb/town/locality  State/territory  Postcode   
Country if outside Australia

8 Date of birth  Day/Month/Year

9 Sex Male  Female

10 Daytime phone number (include area Code)

11 Email address (if applicable)

### Section C: Rollover transaction details

	Day/Month/Year	
12	Service period start date	25/03/2002
13	<b>Tax components:</b>	
	Tax-free component	\$ 502.80
	KiwiSaver tax-free component	\$ 0.00
	<b>Taxable component:</b>	
	Element taxed in the fund	\$ 125,929.68
	Element untaxed in the fund	\$ 0.00
	<b>TOTAL Tax components</b>	<b>\$ 126,432.48</b>
14	<b>Preservation amounts:</b>	
	Preserved amount	\$ 126,432.48
	KiwiSaver preserved amount	\$ 0.00
	Restricted non-preserved amount	\$ 0.00
	Unrestricted non-preserved amount	\$ 0.00
	<b>TOTAL Preservation amounts</b>	<b>\$ 126,432.48</b>

### Section D: Non-complying funds

15	Contributions made to a non-complying fund on or after 10 May 2006	\$ 0.00
----	--	---------

### Section E: Transferring fund

16	Fund's ABN	89   384   753   567
17	Fund's name	Trustee for Russell Investments Master Trust
18	Contact name	Russell Investments Master Trust
19	Daytime phone number (include area Code)	1800 555 667
20	Email address (if applicable)	Membersolutions@russellinvestments.com

### Section F: Declaration

#### AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

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

JOE NEKIC

Authorised representative signature

JOE NEKIC

Day / Month / Year

Date

18/11/2020

2-5

18 November 2020

Member name: Natasha Thompson  
Member number: 50066587

Cheque recipient - The Trustee for TT Super Fund  
Cheque number - 052756  
Cheque amount - \$126,432.48



Advice to payee

Detach before banking

Security feature included in this cheque is a microprinted signature line, the absence of which could indicate a fraudulent cheque



Australia and New Zealand  
Banking Group Limited

20 MARTIN PLACE SYDNEY NSW

052756

18 Nov 2020

Pay The Trustee for TT Super Fund

or bearer

The sum of ONE HUNDRED AND TWENTY-SIX THOUSAND, FOUR HUNDRED AND THIRTY-TWO DOLLARS 48 CENTS

\$126,432.48

NOT  
NEGOTIABLE  
A/C PAYEE ONLY

Total Risk Management Pty Ltd ACN 008644353 ATF Russell  
Investments Master Trust

⑈052756⑈ 012⑈055⑈ 8376⑈79748⑈

**Cheque Security features include:**

- Microprinting in signature line
- Scanright Sensitised Security Cheque paper
- Thermochromic ink on back of cheque
- Solvent Sensitive ink

The absence of any feature could indicate a fraudulent cheque.



# Rollover Benefit Statement

3-1

**Section A : Receiving fund**

The Trustee for TT Super Fund  
 POBOX 806  
 OXFENFORD 4210

THIS FORM DOES NOT HAVE TO BE INCLUDED IN A TAX RETURN

**DUPLICATE**

Australian business number (ABN)	74 758 463 233
Unique Superannuation Identifier (USI)	
Member client identifier	

**Section B: Member's details**

Tax file Number (TFN)

**Full name**

Title

Family name

First given name

Other given name

**Residential Address**

**Date of birth**

**Sex (M/F)**

**Daytime Phone No.**

**Email address**

**Section C: Rollover transaction details**

**Service period start date**

<b>Tax components:</b>		<b>Preservation amounts:</b>	
Tax-free component	<input type="text" value="\$209.90"/>	Preserved amount	<input type="text" value="\$63,840.03"/>
KiwiSaver tax-free component	<input type="text" value="\$0.00"/>	KiwiSaver preserved amount	<input type="text" value="\$0.00"/>
<b>Taxable component:</b>			
Element taxed in the fund	<input type="text" value="\$63,630.13"/>	Restricted non-preserved amount	<input type="text" value="\$0.00"/>
Element untaxed in the fund	<input type="text" value="\$0.00"/>	Unrestricted non-preserved amount	<input type="text" value="\$0.00"/>
<b>Tax Components TOTAL</b>	<input type="text" value="\$63,840.03"/>	<b>Preservation Amounts TOTAL</b>	<input type="text" value="\$63,840.03"/>

**Section D : Non-complying funds**

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

\$0.00

**Section E : Transferring fund**

Fund ABN

39 827 542 991

Fund Name

BT Super which is a part of Retirement Wrap

Contact Name

BT Customer Relations

Daytime phone number

132 135

Email Address

customer.relations@btfinancialgroup.com


**Section F : Declaration**

I declare that information contained in the statement is true and correct.

Name (BLOCK LETTERS)

MELINDA HOWES

Trustee, director or authorised officer signature



Date

13/11/2020

OR

**AUTHORISED REPRESENTATIVE DECLARATION:**

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

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 superannuation provider to give the information in the statement to the ATO

Name (BLOCK LETTERS)

Trustee, director or authorised officer signature



Date

Tax Agent number

# Rollover benefits statement

4-1

## Section A: Receiving fund

1 **Australian business number (ABN)**

2 **Fund name**

3 **Postal address**  
  
  
Suburb/town/locality  State/territory  Postcode   
Country if outside Australia

4 (a) **Unique Superannuation Identifier (USI)**   
(b) **Member Client Identifier**

## Section B: Member details

5 **Tax file number (TFN)**

6 **Full name**  
Title   
Family name   
First given name  Other given names

7 **Residential address**  
Street address   
  
Suburb/town/locality  State/territory  Postcode   
Country if outside Australia

8 **Date of birth**  Day/Month/Year

9 **Sex** Male  Female

10 **Daytime phone number (include area Code)**

11 **Email address (if applicable)**

## Section C: Rollover transaction details

4-2

12	<b>Service period start date</b>	Day/Month/Year	10/05/2010
13	<b>Tax components:</b>		
	Tax-free component	\$	203.50
	KiwiSaver tax-free component	\$	0.00
	<b>Taxable component:</b>		
	Element taxed in the fund	\$	17,412.95
	Element untaxed in the fund	\$	0.00
	<b>TOTAL Tax components</b>	\$	<b>17,616.45</b>
14	<b>Preservation amounts:</b>		
	Preserved amount	\$	17,616.45
	KiwiSaver preserved amount	\$	0.00
	Restricted non-preserved amount	\$	0.00
	Unrestricted non-preserved amount	\$	0.00
	<b>TOTAL Preservation amounts</b>	\$	<b>17,616.45</b>

## Section D: Non-complying funds

15 Contributions made to a non-complying fund on or after 10 May 2006 \$ 0.00

## Section E: Transferring fund

16 Fund's ABN 64 | 971 | 749 | 321

17 Fund's name HESTA

18 Contact name HESTA Contact Centre

19 Daytime phone number (include area Code) 1800 813 327

20 Email address (if applicable) hesta@hesta.com.au

## Section F: Declaration

### AUTHORISED REPRESENTATIVE DECLARATION:

Complete this declaration if you are an authorised representative of the superannuation fund or other provider shown in section E.

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

Joe Nekic

Authorised representative signature

Joe Nekic

Day / Month / Year

Date

16/12/2020



Simmons Livingstone & Associates

5-1

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

Vitori Buatava  
VNB Retirement Pty Ltd  
14 Edgewater Lane  
KINGSCLIFF NSW 2487

**Tax Invoice**  
**023692**

Ref: BUATVC3  
20 October, 2020

Description	Amount
<p>Fee for Professional Service rendered in relation to the following:</p> <ul style="list-style-type: none"> <li>VNB Retirement Pty Ltd</li> </ul> <p>The following gives details of the work undertaken:</p> <p><b><u>VNB Retirement Pty Ltd</u></b></p> <p>Attending to secretarial matters of the company on your behalf throughout the year including acting as your registered office checking and updating your company details as required with the Australian Securities &amp; Investments Commission (ASIC) checking and forwarding of your annual Company Statement preparation of required ASIC advices preparation of director's meeting minutes to meet solvency requirements of the ASIC and maintenance of your electronic company register and documentation contained therein.</p>	200.00
<p>5-1 \$ 220</p> <p>5-2 \$ 220</p> <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> <p>\$ 440</p>	
<p><b>Please note that this invoice is now due.</b></p>	<p>200.00</p> <p><b>GST: \$ 20.00</b></p> <p><b>Amount Due: \$ 220.00</b></p>

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practitioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practitioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: BUATVC3 Invoice: 023692 20 October, 2020
		<b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa		Card CCV
Card Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Cardholder .....	Signature .....	Expiry ...../.....
<small>Liability limited by a scheme approved under Professional Standards Legislation</small>		



**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 Directors  
 VNB Property Pty Ltd  
 14 Edgewater Lane  
 KINGSCLIFF NSW 2487

**Tax Invoice**  
**023717**  
 Ref: BUATVC4  
 21 October, 2020

Description	Amount						
Fee for Professional Service rendered in relation to the following: <ul style="list-style-type: none"> <li>VNB Property Pty Ltd</li> </ul> The following gives details of the work undertaken: <u><b>VNB Property Pty Ltd</b></u> Attending to secretarial matters of the company on your behalf throughout the year including acting as your registered office checking and updating your company details as required with the Australian Securities & Investments Commission (ASIC) checking and forwarding of your annual Company Statement preparation of required ASIC advices preparation of director's meeting minutes to meet solvency requirements of the ASIC and maintenance of your electronic company register and documentation contained therein.	200.00						
<table style="width: 100%; border: none;"> <tr> <td style="width: 80%;"><b>Please note that this invoice is now due.</b></td> <td style="width: 20%; text-align: right;">200.00</td> </tr> <tr> <td style="text-align: right;"><b>GST: \$</b></td> <td style="text-align: right;">20.00</td> </tr> <tr> <td style="text-align: right;"><b>Amount Due: \$</b></td> <td style="text-align: right;"><b>220.00</b></td> </tr> </table>		<b>Please note that this invoice is now due.</b>	200.00	<b>GST: \$</b>	20.00	<b>Amount Due: \$</b>	<b>220.00</b>
<b>Please note that this invoice is now due.</b>	200.00						
<b>GST: \$</b>	20.00						
<b>Amount Due: \$</b>	<b>220.00</b>						

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practioner.*

<input type="checkbox"/> <b>(EFT) - Transfer to our account</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520	Ref: BUATVC4 Invoice: 023717 21 October, 2020 <b>Amount Due: \$ 220.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa    Card CCV	
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Cardholder ..... Signature ..... Expiry ...../.....	
Liability limited by a scheme approved under Professional Standards Legislation	

b-1

TT Super Fund

Formation Costs

SLA invoice \$5000

\$5,000.00 establishment costs

Year

2021	1,000.00	4,000.00
2022	1,000.00	3,000.00
2023	1,000.00	2,000.00
2024	1,000.00	1,000.00
2025	1,000.00	0.00

POSTED



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  
 TT Super Fund  
 14 Edgewater Lane  
 KINGSCLIFF NSW 2487

**Tax Invoice**  
**023999**

Ref: BUATVS1  
 6 November, 2020

Description	Amount
<p><b><u>TT Super Fund</u></b></p> <ul style="list-style-type: none"> <li>• Meetings discussions and advice to you in relation to establishment of your Self Managed Superannuation Fund (SMSF).</li> <li>• Attending to the establishment of your SMSF including checking of all forms minutes trust deeds and other relevant trust documentation.</li> <li>• Provision of SMSF Trust Deed including alterations to reflect the SMSF has a corporate trustee;</li> <li>• a Product Disclosure Statement summarising the features of the SMSF;</li> <li>• Consents for the directors of the corporate Trustee;</li> <li>• Minutes to set up the SMSF;</li> <li>• Applications, beneficiary notices and TFN notices for the SMSF members;</li> <li>• ATO trustee declaration form;</li> </ul> <p><b><u>Corporate Trustee - VNB Retirement Pty Ltd</u></b></p> <ul style="list-style-type: none"> <li>• Certificate of Registration of a company including ACN (Australian Company Number)</li> <li>• Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund;</li> <li>• Consent to act as Director;</li> <li>• Consent to act as Secretary;</li> <li>• Application for shares;</li> <li>• Minutes of a meeting of directors;</li> <li>• Share Certificates;</li> <li>• Consent to act as Public Officer;</li> <li>• Notice of appointment of Public Officer;</li> </ul>	



Description	Amount
<p><b><u>TT Bare Trust establishment</u></b></p> <ul style="list-style-type: none"> <li>• Meetings discussions and advice to you in relation to establishment of your Bare Trust for lending from a bank to purchase property;</li> <li>• Attending to the establishment of your Bare Trust including checking of all forms, minutes, trust deeds and other relevant trust documentation.</li> <li>• Declaration of Custody Trust</li> <li>• Compliance Letter;</li> <li>• Trustee Minutes;</li> </ul> <p><b><u>Company Registration - VNB Property Pty Ltd</u></b></p> <ul style="list-style-type: none"> <li>• Certificate of Registration of a company including ACN (Australian Company Number)</li> <li>• Provision of Company's Constitution including customisations to reflect that the company is the trustee of a superannuation fund;</li> <li>• Consent to act as Director;</li> <li>• Consent to act as Secretary;</li> <li>• Application for shares;</li> <li>• Minutes of a meeting of directors;</li> <li>• Share Certificates;</li> <li>• Consent to act as Public Officer;</li> <li>• Notice of appointment of Public Officer;</li> </ul>	<p>4,545.45</p>
<p><b>Please note that this invoice is now due.</b></p>	<p>4,545.45  <b>GST: \$ 454.55</b>  <b>Amount Due: \$ 5,000.00</b></p>

*The firm reserves the right to charge interest of 11.5% compounding daily on outstanding amounts. The firm reserves the right to refer the outstanding invoices to a debt collection agency or legal practioner, at a cost to the client. Such costs may include commission, administration fees, legal costs and interest as charged by the debt collection agency or legal practioner.*

<input type="checkbox"/> <b>Direct Deposit (EFT)</b> Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: BUATVSI Invoice: 023999 6 November, 2020
		<b>Amount Due: \$ 5,000.00</b>
<input type="checkbox"/> <b>Credit Card</b> (Please indicate type)		<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa <input type="checkbox"/> Card CCV
Card Number:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Cardholder .....	Signature .....	Expiry ...../.....

7-1



Simmons Livingstone & Associates

VNB Retirement Pty Ltd ATF TT Super Fund  
14 Edgewater Lane  
KINGSCLIFF NSW 2487

Simmons Livingstone & Associates  
PO Box 806  
Oxenford QLD 4210  
Telephone: 07 5561 8800  
Facsimile: 07 5561 8700  
Email: admin@simmonslivingstone.com.au

# TAX INVOICE

Tax Invoice Number :	73458001031
Date:	30 November 2020

Description	Amount
• Implementation Fee	\$4,545.45
• GST	\$454.55
<b>Total Amount Due: (Includes GST)</b> Terms : 7 days	<b>\$5,000.00</b>

7-1 \$5000  
7-2 962.50  
5962.50

Please detach and return with your payment or Credit Card authority to :	<b>Infocus Securities Australia Pty Ltd</b> PO Box 806 Oxenford QLD 4210	Account:	VNB Retirement Pty Ltd ATF TT Super
		PE ID:	Fund
		Invoice:	655488
		Due Date:	73458001031
		Adviser:	07 December 2020
		Amount Due:	Samuel Young
			<b>\$5,000.00</b>

If paid by Credit Card, a 1.5% surcharge will apply and the invoice value will become \$5,075.00 (inc GST).  
 Charge \$5,075.00 to my  MasterCard  VISA

Card No :

Cardholder Name : \_\_\_\_\_  
 Expiry Date : \_\_\_\_/\_\_\_\_/\_\_\_\_ Signature of Cardholder : \_\_\_\_\_

**Other Payment Methods: Direct Credit:**  
**Account Name:** Infocus Securities Australia Pty Ltd  
**Westpac BSB:** 034-676  
**Account Number:** 279166  
**Reference:** Please include ID: 6554881031.  
 (Please email accounts@infocus.com.au on the day you send your payment via direct credit to enable Infocus to correctly receipt the payment).  
**Cheque:** Please make cheque payable to Infocus Securities Australia Pty Ltd

<b>Office Use Only</b> Authority Number: Date Received:	Infocus Securities Australia Pty Ltd ABN 47 097 797 049 AFSL and Australian Credit Licence No. 236523 trading as Infocus Wealth Management
---	--

1.2



**Simmons  
Livingstone  
& Associates**

VNB Retirement Pty Ltd ATF TT Super Fund  
14 Edgewater Lane  
KINGSCLIFF NSW 2487

**Simmons Livingstone & Associates**  
PO Box 806  
Oxenford QLD 4210  
Telephone: 07 5561 8800  
Facsimile: 07 5561 8700  
Email: admin@simmonslivingstone.com.au

## TAX INVOICE

Tax Invoice Number :	73458001030
Date:	30 June 2021

Description	Amount
<ul style="list-style-type: none"> <li>Ongoing Adviser Service Fee of \$962.50 charge monthly at \$137.50 for 1 December 2020 to 30 June 2021</li> </ul>	\$875.00
<ul style="list-style-type: none"> <li>GST</li> </ul>	\$87.50
<b>Total Amount Due: (includes GST)</b> Terms : 7 days	<b>\$962.50</b>

✂

Please detach and return  
with your payment or Credit  
Card authority to : **Infocus Securities Australia Pty Ltd**  
PO Box 806  
Oxenford QLD 4210

Account: VNB Retirement Pty Ltd ATF TT Super  
PE ID: Fund  
Invoice: 655488  
Due Date: 73458001030  
Adviser: 17 November 2021  
Amount Due: Samuel Young  
**\$962.50**

If paid by Credit Card, a 1.5% surcharge will apply and the invoice value will become \$976.94 (inc GST).  
 Charge \$976.94 to my  MasterCard  VISA

Card No :

Cardholder Name : \_\_\_\_\_

Expiry Date : \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of Cardholder : \_\_\_\_\_

**Other Payment Methods:** Direct Credit:

**Account Name:** Infocus Securities Australia Pty Ltd

**Westpac BSB:** 034-676

**Account Number:** 279166

**Reference:** Please include ID: 6554881030.

(Please email accounts@infocus.com.au on the day you send your payment via direct credit to enable Infocus to correctly receipt the payment).

**Cheque:** Please make cheque payable to Infocus Securities Australia Pty Ltd

**Office Use Only**  
Authority Number:  
Date Received:

Infocus Securities Australia Pty Ltd  
ABN 47 097 797 049 AFSL and Australian Credit Licence No. 236523  
trading as Infocus Wealth Management



Company: VNB PROPERTY PTY LTD ACN 645 256 720

## Company details

Date company registered 20-10-2020  
 Company next review date 20-10-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company No  
 Non profit company No

## Registered office

UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

## Principal place of business

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

## Officeholders

THOMPSON, NATASHA ROSE

Born 07-09-1984 at INNISFAIL QLD

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

Office(s) held: Director, appointed 20-10-2020  
 Secretary, appointed 20-10-2020

BUATAVA, VITORI TOMU

Born 01-11-1985 at MELBOURNE VIC

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

Office(s) held: Director, appointed 20-10-2020

## Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	0.00

## Members

BUATAVA , VITORI TOMU

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

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

THOMPSON , NATASHA ROSE

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

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

## Document history

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

Received	Number	Form Description	Status
20-10-2020	1ETV33151	201 APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

82



83

Company: VNB RETIREMENT PTY. LTD. ACN 645 245 834

## Company details

Date company registered 20-10-2020  
 Company next review date 20-10-2022  
 Company type Australian Proprietary Company  
 Company status Registered  
 Home unit company No  
 Superannuation trustee company Yes  
 Non profit company No

## Registered office

UNIT 30 , 340 HOPE ISLAND ROAD , HOPE ISLAND QLD 4212

## Principal place of business

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

## Officeholders

THOMPSON, NATASHA ROSE

Born 07-09-1984 at INNISFAIL QLD

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

Office(s) held: Director, appointed 20-10-2020  
 Secretary, appointed 20-10-2020

BUATAVA, VITORI TOMU

Born 01-11-1985 at MELBOURNE VIC

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

Office(s) held: Director, appointed 20-10-2020

## Company share structure

Share class	Share description	Number issued	Total amount paid	Total amount unpaid
ORD	ORDINARY	2	2.00	0.00

## Members

BUATAVA , VITORI TOMU

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

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

THOMPSON , NATASHA ROSE

14 EDGEWATER LANE , KINGSCLIFF NSW 2487

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

## Document history

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

Received	Number	Form Description	Status
20-10-2020	1ETV18903	201 APPLICATION FOR INCORPORATION (DIVN 1)	Processed and imaged

84



**AIA Australia Limited**  
(ABN 79 004 837 861 AFSL 230043)

PO Box 6111  
Melbourne VIC 3004  
Phone : 1800 333 613  
Fax : 1800 832 266

AIA.COM.AU

9-1

15 July 2021

VNB RETIREMENT PTY LTD ATF TT SUPER FUND,  
14 EDGEWATER LANE  
KINGSCLIFF NSW 2487  
AUSTRALIA

**Premium Receipt**

Period ending 30 June 2021

**Any questions? Call 1800 333 613**

Dear Policyholder,

**Policy Number:** 68314589  
**Life Insured:** BUATAVA, MR VITORI  
**Policy Owner:** VNB RETIREMENT PTY LTD ATF TT SUPER FUND,

We wish to advise that the following is the summary of the total premiums we received for covers under your policy for the financial year ending 30th June 2021:

Description	Base Premium	Stamp Duty	Total Premiums Received
LIFE COVER (SUPER)	\$313.60	\$0.00	\$313.60
TPD (SUPER) (ANY OCCUPATION )	\$368.64	\$0.00	\$368.64
Policy Fee			\$85.60
Total			\$767.84*

Please note that this is not a request for payment, but a confirmation of premiums received.

To determine whether premiums paid under your policy are tax deductible, you should speak with your tax adviser.

If you have any questions about this letter, please speak with your financial adviser or contact our Client Services Team on 1800 333 613 Monday to Friday, 8am-6pm AEST or email us at [au.customer@aia.com](mailto:au.customer@aia.com).

Yours sincerely,

Pina Sciarrone  
Chief Retail Insurance Officer

*\*Any transaction that occurs after the reporting period will be recorded on your next statement.*

Adviser: INFOCUS: SAMUEL YOUNG





AIA Australia Limited  
(ABN 79 004 837 861 AFSL 230043)

PO Box 6111  
Melbourne VIC 3004  
Phone : 1800 333 613  
Fax : 1800 832 266

AIA.COM.AU

9-2

17 November 2021

### Certificate of Currency

A summary of your current active benefits is contained below.

**Any questions? Call 1800 333 613**

Dear Policyholder,

**Product:** TERM LIFE (SUP)  
**Policy Number:** 68314589  
**Policy Owner:** TT SUPER FUND,  
**Commence Date:** 08/12/2020

**Life Insured:** BUATAVA, MR VITORI  
**Date Paid to:** 08/12/2021

**Please keep this with your policy documents which provide a full description of the terms and conditions of your insurance policy.**

#### Summary of Policy Benefits

Benefits	Sum Insured \$	Current Premium \$	Stamp Duty \$	Total Premium \$
P20A, Superannuation Life Cover, Stepped, Expiry age 100	640,000.00	313.60		313.60
P20A, Super TPD Maximiser, Any Occ, Stepped, Exp age 65	640,000.00	368.64		368.64

Policy Fee: \$85.60

Total Annual Premium \$767.84

This document is provided for information purposes only and is current as of the date of issue. The document serves as a summary only and does not provide any details or create additional rights or entitlements under the policy.

Should you have any enquiries concerning your policy, please do not hesitate to contact our office on 1800 333 613.

Signature:

Pina Sciarone

Chief Retail Insurance Officer

5th October 2021

Vnb Retirement Pty Ltd Atf Tt Super Fund  
14 Edgewater Lane  
KINGSCLIFF 2487

Dear Trustee

**2021 Annual Statement Insurance through Superannuation  
Policy number: 1867670**

We're pleased to provide an update about your policy for the year ended 30 June 2021.

Your Annual Statement contains a summary of your policy and details of your insurance benefits. This statement is for general information only and does not constitute an annual statement for the purposes of Section 1017D of the *Corporations Act 2001 (Cth)*.

**Important**

Please note that this statement outlines details of your insurance through superannuation only.

**Are your contact details up to date?**

The email address we have on file for you is [hello@marriedbytash.com.au](mailto:hello@marriedbytash.com.au). If your email or any other contact details have changed, please let us know and we'll update them for you.

**More information**

If you have any questions or would like more information, please contact your financial adviser Samuel Young by phone on 07 5561 8800 or by email to [sam@simmonslivingstone.com.au](mailto:sam@simmonslivingstone.com.au). You can also get in touch with us directly by phone on 1300 209 088, or by email to [customerservice@tal.com.au](mailto:customerservice@tal.com.au).

Thank you for choosing TAL for your insurance needs.

Yours sincerely

TAL Customer Service

**TAL Life Limited**

ABN 70 050 109 450 | AFSL 237848  
GPO Box 5380, Sydney NSW 2001  
Level 16, 363 George Street  
Sydney NSW 2000

**Customer Service**  
P 1300 209 088  
F 1300 351 133  
E [customerservice@tal.com.au](mailto:customerservice@tal.com.au)

W [tal.com.au](http://tal.com.au)

10.2

**TAL****Superannuation****Annual Statement****1 July 2020 to 30 June 2021**

Life Insured	: Natasha Thompson	Commencement date	: 09/12/2020
Policy number	: 1867670		
Adviser	: Samuel Young		
Adviser number	: 81352		
Policy Owner	: Vnb Retirement Pty Ltd Atf Tt Super Fund		
Issuer	: TAL Life Limited		
AFSL	: 237848	ABN	: 70 050 109 450

**Insurance Benefits as at 30 June 2021**

Natasha Thompson's Benefits	\$
Death Sum Insured	640000.00
Total and Permanent Disablement Sum Insured	640000.00

**Summary**

	\$
Withdrawal Value as at 01/07/2020	0.00
Total Premiums and Rollovers	488.73
Total Insurance Premiums	( 488.73 )
Withdrawal Value as at 30/06/2021	0.00
Total Policy Fees (included in total insurance premiums paid)	77.00

**TAL Life Limited**

ABN 70 050 109 450 | AFSL 237848  
 GPO Box 5380, Sydney NSW 2001  
 Level 16, 363 George Street  
 Sydney NSW 2000

**Customer Service**  
 P 1300 209 088  
 F 1300 351 133  
 E customerservice@tal.com.au

W tal.com.au

10.3

**Superannuation**

**Annual Statement**

Life Insured : Natasha Thompson

Policy number : 1867670

**Transaction listing**

Date	Transaction	Amount \$
09/12/2020	Premium	488.73
09/12/2020	Insurance Premium	( 488.73 )

## **Important information**

This statement has been prepared by TAL Life Limited, ABN 70 050 109 450 (TAL). It outlines the value of the benefits that your insurance provided as at 30 June 2021 and the transactions that occurred during the prior twelve month period. This statement is for information purposes and should be read in conjunction with the disclosure documents you received when you commenced this insurance.

TAL has taken reasonable care in preparing this statement but reserves the right to make amendments in the event of an error. The information contained within this statement is of a general nature only and does not take into account your particular objectives, financial situation and needs. You should obtain appropriate independent financial and tax advice and read the Product Disclosure Statement (or, if applicable, other disclosure documents) before making a decision about your insurance.

### **Your insurance benefits**

TAL allows you the flexibility to alter your insurance benefits as your personal circumstances change. You should seek advice from your financial adviser about the appropriate level of insurance cover for your individual circumstances.

### **Assets of the fund**

Under superannuation law you should be aware that assets of the self-managed superannuation fund (SMSF) remain the responsibility of the trustee of the SMSF and should be kept separate from your personal assets.

We act on instructions from the trustee of your SMSF in relation to the life risk policies insured.

### **Additional explanation of policy fees and costs**

For full details on the fees, expenses and charges applicable to your insurance cover, please refer to the disclosure documents.

### **Withdrawal value**

This statement relates to your life insurance which does not acquire a withdrawal value. If you terminate this insurance at any time (when you are not eligible to make a claim) no cash value will be payable.

### **Complaints**

If you have an issue or complaint, please contact our Customer Service Team on 1300 209 088, Monday to Friday, between 8.00am - 7.00pm (AEST/AEDT). Alternatively, you may wish to address your complaint in writing to:

Internal Dispute Resolution  
GPO BOX 5380  
Sydney NSW 2001  
IDRcomplaints@tal.com.au

We aim to resolve all complaints quickly and fairly. If you are not satisfied with our final response to your complaint, or you have not received our final response to your complaint within 45 days or 90 days in relation to death benefit distributions of the date we received your complaint, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA is an external dispute resolution scheme that provides a fair and independent complaint resolution service that is free to consumers:

Online: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Phone: 1800 931 678 (free call within Australia)  
Mail: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA, so you should act quickly. Please consult the AFCA website, or call them, to find out if or when the time limit relevant to your circumstances expires. AFCA has authority to hear certain complaints and can advise if they can assist you.

### **Your privacy**

In this section, the words 'we' and 'our' refer to both TAL and the Trustee.

The way in which we collect, secure, hold, use and disclose personal and sensitive information (your information) is explained in our privacy policies. These policies can be obtained online at [www.tal.com.au/privacy-policy](http://www.tal.com.au/privacy-policy) (all policies) and [www.mercer.com.au/privacy.html](http://www.mercer.com.au/privacy.html) (TAL Super policies only) or by contacting us.

If you have any questions about the way in which your information is managed, or would like a paper copy of our privacy policies, please contact us by phone on 1300 209 088 or by email to [customerservice@tal.com.au](mailto:customerservice@tal.com.au).

### **Contacting TAL**

If you have any questions or would like more information about your TAL product, you can contact us by phone on 1300 209 088 or by email to [customerservice@tal.com.au](mailto:customerservice@tal.com.au). You can also write to us at TAL Life Limited, GPO Box 5380 Sydney NSW 2001.

If you have a question specific to your individual circumstances, please contact your financial adviser. If you do not have a financial adviser, please call us and we'll put you in touch with one.



# 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



VNB RETIREMENT PTY LTD  
PO BOX 806  
OXENFORD QLD 4210

1 Shelley Street  
Sydney, NSW 2000

account balance **\$203,165.20**  
as at 31 Dec 20

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

transaction	description	debits	credits	balance
19.10.20	OPENING BALANCE			0.00
19.11.20	Deposit WPACDE 1 115446171 3237		63,840.03	63,840.03
25.11.20	Deposit super 001 Super 001		650.00	64,490.03
27.11.20	Deposit DEPOSIT		126,432.48	190,922.51
30.11.20	Direct debit Infocus Infocus	5,000.00		185,922.51
04.12.20	Deposit VNB RETIREMENT S SUPER FUND		525.31	186,447.82
08.12.20	Direct debit Infocus Infocus	137.50		186,310.32
10.12.20	Direct debit TAL Life Limited 1867670-B0624308	488.73		185,821.59
10.12.20	Direct debit AIA AUSTRALIA . 68314589 08/12/20	767.84		185,053.75
17.12.20	Deposit HESTA 005694113		17,616.45	202,670.20
22.12.20	Deposit VNB RETIREMENT S SUPER FUND		450.00	203,120.20
29.12.20	Deposit BUATAVA FAMI Funds trns		45.00	203,165.20

### how to make a transaction

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

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 968477869

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 968 477 869

continued on next

11-2



## Macquarie Cash Management Account

enquiries 1800 806 310

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 31 DEC 20	6,394.07	209,559.27	203,165.20

\* Stepped interest rates for the period 20 October to 31 December: balances \$0.00 to \$4,999.99 earned 0.00%  
balances \$5,000.00 and above earned 0.00% pa (73 days)

continued on next





## Macquarie Cash Management Account

enquiries 1800 806 310

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

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

- Electronic funds transfers up to \$20,000 a day using online banking.
- Increase your limit to \$100,000 temporarily 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.
- If you have a complaint about our service, or you'd like more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your account or contact us.

### Protect your account

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

### Access to and sharing your data

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

### Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit [help.macquarie.com](http://help.macquarie.com)

Download the Macquarie Mobile Banking app

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



*The Apple logo is a trademark of Apple Inc, registered in the U.S. and other countries.  
App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*

11.4



# 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



VNB RETIREMENT PTY LTD  
PO BOX 806  
OXENFORD QLD 4210

1 Shelley Street  
Sydney, NSW 2000

account balance **\$191,846.12**  
as at 30 Jun 21

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

transaction	description	debits	credits	balance
31.12.20	OPENING BALANCE			203,165.20
04.01.21	Deposit Super Super		625.00	203,790.20
08.01.21	Direct debit Infocus Infocus	137.50		203,652.70
12.01.21	Funds transfer DEPOSIT FOR PROPERTY 20192139	54,990.00		148,662.70
12.01.21	Funds transfer ACCOUNTING SETUP FEE - BUATVS1	5,000.00		143,662.70
12.01.21	Funds transfer BUATVC3	220.00		143,442.70
12.01.21	Funds transfer BUATVC4	220.00		143,222.70
15.01.21	Deposit VNB RETIREMENT S SUPER FUND		600.00	143,822.70
22.01.21	Deposit SuperChoice P/L PC190121-110088602 <i>Vikoni</i>		966.18	144,788.88
01.02.21	Deposit VNB RETIREMENT S SUPER FUND		500.00	145,288.88
08.02.21	Direct debit Infocus Infocus	137.50		145,151.38
15.02.21	Deposit Super Super		400.00	145,551.38

## how to make a transaction

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

by phone  
Call 133 275 to make a phone transaction

transfers from another bank account  
Transfer funds from another bank to this account:  
BSB 182 512  
ACCOUNT NO. 968477869

deposits using BPay  
From another bank



Bill code: 667022  
Ref: 968 477 869

continued on next

11-5



## Macquarie Cash Management Account

enquiries 1800 806 310

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

	transaction	description	debits	credits	balance
22.02.21	Deposit	VNB RETIREMENT S SUPER FUND		40,000.00	185,551.38
02.03.21	Deposit	VNB RETIREMENT S SUPER FUND		540.00	186,091.38
08.03.21	Direct debit	Infocus Infocus	137.50		185,953.88
10.03.21	Deposit	BANK OF QLD PCC		1,768.64	187,722.52
15.03.21	Deposit	VNB RETIREMENT S SUPER FUND		500.00	188,222.52
29.03.21	Deposit	BUATAVA FAMI Super		425.00	188,647.52
08.04.21	Direct debit	Infocus Infocus	137.50		188,510.02
12.04.21	Deposit	BUATAVA FAMI Super		415.00	188,925.02
20.04.21	Deposit	SuperChoice P/L PC150421-173645803 <i>Vibonj</i>		768.36	189,693.38
26.04.21	Deposit	super super		500.00	190,193.38
10.05.21	Deposit	VNB RETIREMENT S SUPER FUND		468.74	190,662.12
10.05.21	Direct debit	Infocus Infocus	137.50		190,524.62
24.05.21	Deposit	VNB RETIREMENT S SUPER FUND		534.00	191,058.62
08.06.21	Direct debit	Infocus Infocus	137.50		190,921.12
10.06.21	Deposit	BUATAVA FAMI Super		525.00	191,446.12
21.06.21	Deposit	BUATAVA FAMI Super VNB		400.00	191,846.12

continued on next

11-6



## Macquarie Cash Management Account

enquiries 1800 806 310

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 JUN 21	61,255.00	49,935.92	191,846.12

\* Stepped interest rates for the period 1 January to 30 June: balances \$0.00 to \$4,999.99 earned 0.00%  
balances \$5,000.00 and above earned 0.00% pa (181 days)

## Macquarie Cash Management Account

enquiries 1800 806 310

account name VNB RETIREMENT PTY LTD ATF  
TT SUPER FUND  
account no. 968477869

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

- Electronic funds transfers up to \$20,000 a day using online banking.
- Increase your limit to \$100,000 temporarily 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.
- If you have a complaint about our service, or you'd like more information about your account including fees and charges, mistaken payments or unauthorised transactions, please read the terms and conditions for your account or contact us.

### Protect your account

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

### Access to and sharing your data

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

### Visit our Help Centre

- Here you'll find answers to common questions about your account. For more information, please visit [help.macquarie.com](http://help.macquarie.com)

#### Download the Macquarie Mobile Banking app

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



*The Apple logo is a trademark of Apple Inc, registered in the U.S. and other countries.  
App Store is a service mark of Apple Inc. Google Logo is a trademark of Google LLC.*



**O'REILLY & SOCHACKI LAWYERS**

Shop 3, 1 Coronation Avenue  
Pottsville, PO Box 105, 2489  
Telephone: 02 6676 3776 Facsimile: 02 6676 3779

12-1



Our Ref: Sue Harris:195092

6 September 2021

The Directors  
VNB Property Pty Ltd ATF TT Bare Trust  
14 Edgewater Lane  
KINGSCLIFF NSW 2487

Dear Tori & Natasha,

**YOUR PURCHASE FROM PALM BEACH PROJECT**  
**PROPERTY: UNIT 302, EAST PALM BEACH, 3 TWENTY THIRD AVENUE, PALM BEACH**

We confirm settlement of your purchase was effected on 25 August 2021. We therefore **enclose** the following for your records:

- Final Settlement Statement.
- Tax Invoice for the purchase which is paid
- Tax Invoice in relation to the Guarantee & Mortgage advice, which is also paid
- **Original** stamped Contract to be held with your records.
- Trust Account Statement showing the moneys paid into and disbursed from our Trust Account.

You will recall that you transferred the amount of \$165,500.00 to our trust account for balance settlement funds, transfer duty, costs & outlays. As this amount was more than what was required, the amount of \$2,795.99 was reimbursed to you on the day of settlement via electronic transfer.

Please retain the above documents in a safe place in case they are for taxation purposes.

Set out below is an explanation of the settlement adjustments:

**Release of Mortgage** – the seller made an allowance in the sum of \$197.00 to reimburse you for the cost associated with removing the seller's mortgage off the Title.

**Council Rates, Water Access & Sewerage Charges** – these charges for the new development had not issued. The seller therefore made an allowance in your favour for the period 9/7/2021 to the date of settlement. You will therefore be responsible for these charges when they issue from Council.

Please note that the City of Gold Coast imposes a change of ownership fee of \$92.00 and this amount will no doubt be included in the next rates notice to issue for the property.

**Land Tax** – the Contract provided for you to reimburse the seller for land tax paid up to 30.6.2022 by the seller on settlement. Any future land tax liability will be based on your own situation.

**Body Corporate insurance** – the Contract provided for you to reimburse the seller for your share of the first year's insurance premium for the building paid on behalf of the Body Corporate. Future insurance will be paid from the administrative fund which has now been established.

**Buyer's interest** – the seller has given you a credit for interest earned on the deposit.

**Body Corporate levies** – for the current period were paid by the seller on settlement. An appropriate allowance was therefore made by you in the seller's favour for the period from the date of settlement to 31/10/2021.

**Change of Ownership** - the Department of Natural Resources and Mines notifies the relevant government departments (ie local authority, land tax department and valuer general's department) after registration of the Transfer at that department. This can take up to 3 months to be recorded.

We have notified the Body Corporate Manager of the change in ownership.

**Registration:** Your lender received all relevant documents of title on settlement and will be attending to registration of the transfer into your name and the mortgage you have executed in their favour.

**File Destruction**

Your file will be stored in a secure off-site storage facility and destroyed 7 years after completion.

**Re: your will and enduring power of attorney & guardianship**

As individuals, this may be an opportune time for you to review **your will, power of attorney & guardianship matters** as these documents cater for unforeseen situations that can arise.

We look forward to hearing from you if we can be of assistance in this regard.

**Three months defect period**

Special Condition 15.1(b) on page 16 provides that you can give the seller notice of defects in workmanship or materials within 3 months after the settlement date (**ie 25 November 2021**).

Once again, thank you for your instructions and trust we have been of assistance to you.

Yours faithfully,

**O'Reilly & Sochacki Lawyers**

Per 

# SETTLEMENT STATEMENT

12-3

**Matter No:** 195092  
**Re:** VNB Property Pty Ltd ATF TT Bare Trust Purchase from Palm Beach Project  
**Property:** Unit 302, East Palm Beach, 3 Twenty Third Avenue, Palm Beach, Queensland 4221

**Settlement Date:** 25 August, 2021  
**Adjustment Date:** 25 August, 2021

Contract Price	\$549,900.00
Less Deposit	54,990.00
	\$494,910.00
Less Release Fee	197.00
	\$494,713.00
Less Rates (for 9/07/2021 to 30/06/2022) $\frac{\$2,340.30 \times 48 \text{ days}}{357 \text{ days}}$	307.68
	\$494,405.32
Less Water Access Charge (\$0.581 per day for 9/07/2021 to 25/08/2021)	\$27.89
	\$494,377.43
Less Sewerage Charge (\$1.9838 per day for 9/07/2021 to 25/08/2021)	\$95.22
	\$494,282.21
Plus Land Tax (for 1/07/2021 to 30/06/2022) $\frac{\$663.80 \times 309 \text{ days}}{365 \text{ days}}$	561.96
	\$494,844.17
Plus Insurance (adjusted as paid for 6/08/2021 to 6/08/2022) $\frac{\$19,905.45 \times 346 \text{ days}}{366 \text{ days}} = \$18,817.72 \times \frac{217}{9966}$ (interest / aggregate interest entitlement)	409.74
	\$495,253.91
Less Buyer's share of interest earned on deposit	35.60
	\$495,218.31
Plus Body Corporate Levies (for 26/08/2021 to 31/10/2021)	763.02
<b>BALANCE AT SETTLEMENT</b>	<b>\$495,981.33</b>

## CHEQUE DETAILS

1. ANZ cr/ac Palm Beach Project Pty Ltd	\$454,090.53
2. Deputy Commissioner of Taxation	\$38,493.00
3. Body Corporate for East Palm Beach CTS 54597	\$763.02
4. MSJA Lawyers Pty Ltd	\$1,039.50
5. MSJA Lawyers Pty Ltd	\$495.00



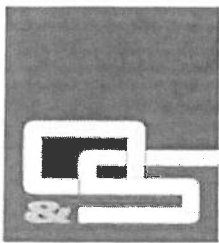
# SETTLEMENT STATEMENT

12.4

**Matter No:** 195092  
**Re:** VNB Property Pty Ltd ATF TT Bare Trust Purchase from Palm Beach Project  
**Property:** Unit 302, East Palm Beach, 3 Twenty Third Avenue, Palm Beach, Queensland 4221

---

6.	HWL Ebsworth	\$275.00
7.	PEXA (vendor fee)	\$117.92
8.	Commissioner of Land Tax	\$663.80
9.	PEXA (mortgagee fee)	\$43.56
<b>CHEQUES TOTAL</b>		<u>\$495,981.33</u>

**O'REILLY & SOCHACKI LAWYERS**

BGF House, 1 Queen St (Cnr Main St)  
 Muswilumbah, PO Box 84, 2484  
 Telephone: 02 6672 2878 Facsimile: 02 6672 4990

12-5



ABN: 31 165 694 342  
 Invoice Date: 24 August 2021  
 File Ref: 195092/SGH  
 Invoice No: 14377

VNB Property Pty Ltd ATF TT Bare Trust  
 14 Edgewater Lane  
 Kingscliff NSW 2489

**PAID**

**TAX INVOICE**  
**PURCHASE FROM PALM BEACH PROJECT**  
**PROPERTY: UNIT 302, EAST PALM BEACH, 3 TWENTY THIRD AVENUE, PALM BEACH**

**Professional Fees**

Date	Staff	Description	Amount
24/08/2021	SGH	To our professional costs for acting for you in relation to the abovementioned purchase. Professional costs include: opening file, attending to searches and enquiries, review of contract, preparation for settlement, attendance at settlement etc	\$1,300.00
			\$1,300.00

**Disbursements**

Date	Description	Amount	GST
28/10/2019	Secure Retention & Destruction Service	\$39.00	\$3.90
03/08/2021	City of Gold Coast - searches	\$145.93	\$0.00
04/08/2021	QLD: CMS Search - 54597	\$11.53	\$0.82
04/08/2021	QLD: Dealing Image - 720927524	\$59.90	\$2.00
04/08/2021	QLD: Plan Image - SP315672	\$35.88	\$1.77
04/08/2021	Body Corporate Information Certificate and Body Corporate Certificate of Currency	\$130.00	\$13.00
05/08/2021	Department of Transport & Main Roads: Property Search - Lot 7 Plan SP315672	\$45.45	\$4.55
05/08/2021	InfoTrack: QLD Land Tax Certificate	\$59.29	\$5.93
06/08/2021	ASIC: Organisation Extract -	\$26.00	\$1.70
24/08/2021	Sundries including telephone calls, postage, photocopying etc	\$100.00	\$10.00
		\$652.98	\$43.67

Amount	+ GST	- Payments Received	- Trust Funds to be Transferred	- BALANCE DUE
\$1,952.98	\$173.67	\$0.00	\$ 0.00	\$2,126.65

To ensure that payment is credited to the correct account please quote account number above.

The basis upon which the costs have been calculated and charged is disclosed in our standard costs disclosure document and costs agreement for legal services document, which you have received, entered into or in the enclosed document showing how costs are calculated and charged.

### NOTIFICATION OF CLIENT'S RIGHTS

1. If this bill is not itemised, you are entitled to request a fully itemised bill within 30 days of the bill becoming payable. If the itemised bill exceeds the amount specified in this lump sum bill, the additional costs may be recovered from you only if the costs are determined to be payable after a costs assessment before the Supreme Court or after a binding determination by the NSW Commissioner.
2. If there is a dispute or you are unhappy with this bill you can discuss your concerns with *Mr Greg O'Reilly*, who is designated as responsible principal for this bill, or apply for costs assessment before the Supreme Court within 12 months of receiving the bill, or a request for payment being made, or when the bill was paid. An application can be made outside of this 12-month period if the court considers it just and fair, having regard to the reasons for the delay. You may also apply to have our cost agreement set aside or have the dispute mediated.
3. You may also seek the assistance of the NSW Commissioner in the event of a dispute about this bill within 60 days of the bill becoming payable or, if you requested an itemised bill, within 30 days of receiving that bill. The NSW Commissioner may waive the time requirement if the complaint is made within 4 months after the required period and it is just and fair to deal with the complaint having regard to the reasons for delay. If you make a complaint about the costs to the NSW Commissioner you cannot have the costs assessed unless the costs dispute is unable to be resolved by the NSW Commissioner and they have notified the parties of their entitlement to apply for a costs assessment or the NSW Commissioner arranges for a costs assessment.
4. If an interim bill is provided it may be assessed at the time of the interim bill or at the time of the final bill whether or not the interim bill has previously been assessed or paid.
5. Interest will be charged on unpaid legal costs in accordance with the terms of our costs agreement. Should the costs agreement not deal with the charging of interest, we will charge interest on legal costs which remain unpaid 30 days after giving you this bill, in accordance with s 195 of the Legal Profession Uniform Law. The rate of interest is the Cash Rate Target stipulated by the Reserve Bank of Australia as at the date of issue of this bill plus 2%.
6. If we hold money in our trust account for you, we will apply it towards payment of our legal costs that are owing at the expiration of 7 business days from the date this bill was issued, unless an objection is made.

Responsible principal of law practice *Mr Greg O'Reilly*.

With compliments,

*O'Reilly & Sochacki Lawyers (OS Lawyers Pty Ltd)*





**O'REILLY & SOCHACKI LAWYERS**

BGF House, 1 Queen St (Cnr Main St)  
Murwillumbah, PO Box 84, 2484  
Telephone: 02 6672 2878 Facsimile: 02 6672 4990

12.7



ABN: 31 165 694 342  
Invoice Date: 24 August 2021  
File Ref: 216610/GGO  
Invoice No: 14378

Mr VT Buatava & Ms NR Thompson  
14 Edgewater Lane  
KINGSCLIFF NSW 2487

PAID

**TAX INVOICE**  
**ADVICE REGARDING MORTGAGE & GUARANTEE**

**Professional Fees**

Date	Staff	Description	Amount
05/08/2021	GGO	Reviewing documents	\$230.00
05/08/2021	GGO	Conference with you signing documents	\$368.00
			\$598.00

**Disbursements**

Date	Description	Amount	GST
12/08/2021	Secure Retention & Destruction Service	\$54.00	\$5.40
		\$54.00	\$5.40

Amount	+ GST	- Payments Received	- Trust Funds to be Transferred	= BALANCE DUE
\$652.00	\$65.20	\$0.00	\$ 0.00	\$717.20

To ensure that payment is credited to the correct account please quote account number above.

The basis upon which the costs have been calculated and charged is disclosed in our standard costs disclosure document and costs agreement for legal services document, which you have received, entered into or in the enclosed document showing how costs are calculated and charged.

**NOTIFICATION OF CLIENT'S RIGHTS**

1. If this bill is not itemised, you are entitled to request a fully itemised bill within 30 days of the bill becoming payable. If the itemised bill exceeds the amount specified in this lump sum bill, the additional costs may be recovered from you only if the costs are determined to be payable after a costs assessment before the Supreme Court or after a binding determination by the NSW Commissioner.

128

2. If there is a dispute or you are unhappy with this bill you can discuss your concerns with *Mr Greg O'Reilly*, who is designated as responsible principal for this bill, or apply for costs assessment before the Supreme Court within 12 months of receiving the bill, or a request for payment being made, or when the bill was paid. An application can be made outside of this 12-month period if the court considers it just and fair, having regard to the reasons for the delay. You may also apply to have our cost agreement set aside or have the dispute mediated.
3. You may also seek the assistance of the NSW Commissioner in the event of a dispute about this bill within 60 days of the bill becoming payable or, if you requested an itemised bill, within 30 days of receiving that bill. The NSW Commissioner may waive the time requirement if the complaint is made within 4 months after the required period and it is just and fair to deal with the complaint having regard to the reasons for delay. If you make a complaint about the costs to the NSW Commissioner you cannot have the costs assessed unless the costs dispute is unable to be resolved by the NSW Commissioner and they have notified the parties of their entitlement to apply for a costs assessment or the NSW Commissioner arranges for a costs assessment.
4. If an interim bill is provided it may be assessed at the time of the interim bill or at the time of the final bill whether or not the interim bill has previously been assessed or paid.
5. Interest will be charged on unpaid legal costs in accordance with the terms of our costs agreement. Should the costs agreement not deal with the charging of interest, we will charge interest on legal costs which remain unpaid 30 days after giving you this bill, in accordance with s 195 of the Legal Profession Uniform Law. The rate of interest is the Cash Rate Target stipulated by the Reserve Bank of Australia as at the date of issue of this bill plus 2%.
6. If we hold money in our trust account for you, we will apply it towards payment of our legal costs that are owing at the expiration of 7 business days from the date this bill was issued, unless an objection is made.

Responsible principal of law practice *Mr Greg O'Reilly*.

With compliments,

*O'Reilly & Sochacki Lawyers (OS Lawyers Pty Ltd)*

PCF



# O'Reilly & Sochacki Lawyers

ABN 31 165 694 342

PO Box 84  
Murwillumbah NSW 2484  
Ph. 02 6672 2878  
Fax. 02 6672 4990  
enquiries@oslawyers.com.au

12-9

## Trust Account Statement

The Directors  
VNB Property Pty Ltd ATF TT Bare Trust  
No address provided

As at: 06/09/2021

Person Responsible: Pottsville Office

Matter: 195092

Client: VNB Property Pty Ltd ATF TT Bare Trust

Description: Pur from Palm Beach Project Pty Ltd - Lot 7 "East Palm Beach", 1383 & 1385 Gold Coast Highway, Palm Beach 4221

Institution: ANZ

Account: Oslawyers Pty Ltd Law Practice Trust Account

BSB: 012 745

Account Number: 4833 54312

\* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
11/08/2021	Receipt 8997	Received from: VNB Property Pty Ltd ATF	-	\$165,500.00	\$165,500.00
*12/08/2021		TT Bare Trust Reason: SMT FUNDS, TRANSFER DUTY, COSTS & OUTLAYS			
12/08/2021	Payment 12658	Paid by Cheque to: Commissioner of State Revenue Reason: Transfer duty on Contract	\$17,770.50	-	\$147,729.50
25/08/2021	Payment E178	Paid by EFT to:	\$141,971.74	-	\$5,757.76
*27/08/2021		Acc Name: ANZ eConveyancing Settlement Account BSB013188 Acc No: 285120611 Reason: Vendor funds as directed in Pexa			
25/08/2021	Payment E178	Paid by EFT to:	\$117.92	-	\$5,639.84
*27/08/2021		Acc Name: ANZ eConveyancing Settlement Account BSB013188 Acc No: 285120611 Reason: Pexa electronic settlement & lodgement fee			
25/08/2021	Payment E178	Paid by EFT to:	\$2,843.85	-	\$2,795.99
*27/08/2021		Acc Name: ANZ eConveyancing Settlement Account BSB013188 Acc No: 285120611 Reason: Costs and outlays			
25/08/2021	Payment E178	Paid by EFT to:	\$2,795.99	-	-
*27/08/2021		Acc Name: ANZ eConveyancing Settlement Account BSB013188 Acc No: 285120611 Reason: VNB Property Pty Ltd - refund of surplus trust funds			
			\$165,500.00	\$165,500.00	-

---

# EAST PALM BEACH

23<sup>RD</sup> AVENUE

## Contract of Sale – EAST Palm Beach

**MSJA Lawyers**  
T +61 7 3707 1400 | F +61 7 3707 1401 | W [msja.com.au](http://msja.com.au)  
P GPO Box 461, Brisbane QLD 4001 | A Level 3, 371 Queen Street, Brisbane QLD 4000

Our reference: TEA:20190520  
DocID: 875277 v1

## Table of Contents

Reference Schedule .....	2
Special Conditions .....	4
1. Definitions and Interpretation .....	5
2. Agreement to Sell and Buy .....	10
3. BCCM ACT Disclosure .....	10
4. Other Statutory Disclosure .....	10
5. Contract Disclosure .....	10
6. No Representations & Specific Acknowledgment .....	12
7. Exclusive Use Areas .....	12
8. Personal Information .....	13
9. Deposit .....	13
10. Bank Guarantee .....	14
11. Seller's Obligations .....	15
12. Establishment of the Scheme .....	15
13. Access for Inspection .....	15
14. Variations to Lot .....	16
15. Defects .....	16
16. Title .....	17
17. Registration .....	17
18. Settlement .....	17
19. Error or Misdescription .....	20
20. Risk .....	20
21. Damage or Destruction .....	20
22. GST Inclusive .....	20
23. Adjustments to Purchase Price .....	21
24. Power of Attorney and Proxy .....	22
25. Time and Delay .....	22
26. Buyer's Default .....	23
27. Other Termination by Seller .....	23
28. Early Possession .....	24
29. Guarantee and Indemnity .....	24
30. Miscellaneous .....	26
31. Electronic Settlement .....	29
32. Electronic Signature .....	32



## Reference Schedule

<b>Contract Date</b>	9 FEBRUARY 2021	
<b>Agent</b>	Name	
	Address	
<b>Seller</b>	Name	Palm Beach Project Pty Ltd A.C.N 632 361 641
	Address	12 Seventh Ave, Palm Beach QLD 4221
<b>Seller's Solicitor</b>	Name & Address	MSJA Lawyers Level 3, 371 Queen Street, Brisbane Qld 4000
	Telephone	07 3707 1400
	Facsimile	07 3707 1401
<b>Buyer</b>	Name	VNB Property Pty Ltd ACN 645 256 720 as trustee for TT Bare Trust
	Address	14 Edgewater Lane, Kingscliff NSW 2487
	Telephone	0411 325 336 (Natasha) / 0416 425 379 (Vitori)
	TFN	
<b>Buyer's Solicitor</b>	Name & Address	O'Reilly & Sochacki Lawyers Shop 3, 1 Coronation Avenue, Pottsville NSW 2489
	Email	sue@oslawyers.com.au
	Telephone / Facsimile	02 6676 3776 / 02 6676 3779
<b>Guarantor (if Buyer is a company or trustee)</b>	Name & Address	Natasha Rose Thompson – 14 Edgewater Lane, Kingscliff NSW 2487 Vitori Tomu Buatava – 14 Edgewater Lane, Kingscliff NSW 2487
<b>Lot</b>		Proposed Lot 7 on the Plan
<b>Exclusive Use Area</b>		Exclusive Use Areas (to be allocated by the Seller as per this Contract) 1 car park and 1 storage area
<b>Purchase Price</b>		AUD \$ 549,900.00 (inclusive of GST)
<b>Deposit</b>	Initial Deposit	\$ 2,000.00 payable on signing this Contract.
	Balance Deposit	\$ 52,990.00 payable 28 days from Contract Date
	Total Deposit	\$ 54,990.00 (10% of Purchase Price)

<b>Deposit Holder</b>	Name	MSJA Lawyers Pty Ltd Law Practice Trust Account
	Bank	Macquarie Bank
	BSB Number	184-446
	Account Number	304438542
	Swift Code	MACQAU2S
	Reference	.....
<b>Foreign Investment</b>	Is the Buyer a foreign person?	<del>Yes</del> No (if yes, then clause 30.8 applies)
<b>Settlement Date</b>		The date determined in accordance with clause 18.1
<b>Special Conditions (if any)</b>		Refer to Special Conditions (if applicable)

---

## Special Conditions

### 1. Variation to Contract Terms

The parties agree the terms of the Contract are varied as follows:

- (a) Clause 23.2 (c) is amended by deleting the words "Outgoings by the due date shown in the relevant assessment or (if there is no separate assessment) a reasonable time after the relevant assessment issues" and replacing with "on or before the date of Settlement".
- (b) Clause 23.3 (b) is amended by deleting the word "undertakes to" and replacing with "will" and deleting the words "and the Buyer accepts that undertaking" and replacing with "from Settlement proceeds on the date of Settlement"; and
- (c) Clause 23.3(a) (iii) is deleted.

**It is agreed:**

---

**1. Definitions and Interpretation**

**1.1 Terms in Reference Schedule**

Where a term used in this Contract appears in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

**1.2 Terms in Disclosure Statement**

Words and phrases defined in the Disclosure Statement have the same meaning in this Contract unless otherwise defined or the context indicates otherwise.

**1.3 Terms in BCCM Act**

Words and phrases defined in the BCCM Act have the same meaning in this Contract unless otherwise defined or the context indicates otherwise.

**1.4 Definitions**

In this Contract:

**Amalgamation Plan** means the plan as annexed in the Disclosure Statement.

**Approval** means all forms of approval from any Authority which relates to the development of the Land, the Lot or this Contract or which has any effect on the Seller's ability to complete this Contract;

**Approved Safety Switch** means a residual current device as defined in the *Electrical Safety Regulation 2013 (Qld)*;

**ATO** means the Australian Taxation Office;

**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;

**Authority** means any government agency or body, whether federal, state or local;

**Balance Purchase Price** means the Purchase Price less the amount paid as Deposit, and as adjusted under this Contract;

**Bank** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*;

**BCCM Act** means the *Body Corporate and Community Management Act 1997 (Qld)*;

**Body Corporate** means the body corporate for the Scheme;

**Body Corporate Levies** means levies payable under the BCCM Act to the Body Corporate;

**Building** means a building to be constructed on the Land which will contain the Lot;

**Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made;

**Certificate of Classification** means a certificate of classification (or equivalent) under the Building Code of Australia for that part or parts of the Building in which the Lot is situated and includes any conditional or interim certificate of classification (or equivalent) permitting occupation of the Lot;

**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;

**CMS** means first community management statement headed as such and annexed to the Disclosure Statement and which is to be recorded in the Department at the time the Plan register.

**Common Property** means the common property of the Scheme.

**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* (Qld);

**Contract** means this document, including any schedule or annexure to it;

**Council** means the local Council for the Scheme as described on the title search for the Property;

**Department** means the Department of Natural Resources and Mines, or such other government department with responsibility for land titling in Queensland.

**Development** means the development of the Land to build the Building and create the Scheme and the Lot as described in this Contract and in the Disclosure Statement.

**Disclosure Statement** means the disclosure statement that accompanies and forms part of this Contract which may be varied by further disclosures issued by or on behalf of the Seller and includes:

- (a) a disclosure statement in accordance with Section 213 of the BCCM Act, including any variations in a further statement issued in accordance with Section 214 of the BCCM Act;
- (a) a copy of the proposed CMS and draft Plan clearly identifying the Lot;
- (b) a written statement in accordance with Section 219 of the BCCM Act about the power of attorney;

**Documents** means this Contract and the Disclosure Statement; whether existing as a paper copy, electronic copy, or Embedded Link;

**Email** includes the text body of the Email, any electronic document attached to the Email, and / or any Embedded Link referred to in the Email;

**Embedded Link** or **Link** means a hypertext link contained in a source document such as an Email, which is capable of opening an electronic copy of a document held on a computer owned by a third party; and includes the electronic copy of that document, or a backup copy of that document saved and held by the Seller or the Sellers solicitor (**back-up**).

**Encumbrance** means any of the following, with the exception of charges relating to unpaid Outgoings:

- (a) any Right or Obligation:
  - (i) created or implied under the BCCM Act; or
  - (ii) given, or to be given, over the Land or the Common Property of the Scheme, to the local or other statutory authority or the owner of any other land or lot; and
- (b) any easements, leases, transfers or licences over the Land or the Common Property of the Scheme,

but does not include Security Interests.

**Exclusions** means any furniture, fittings, equipment, white goods, art work, window coverings or other chattels or fixtures (whether shown on any promotional material, mock-ups, art work, plans or drawings or not) other than the inclusions specifically referred to in the Schedule of Finishes;

**Exclusive Use Area** means the exclusive use area (if any) described in the Reference Schedule which may include a car park/s, storage area/s or any other area of Common Property that the Seller has agreed to provide the granting of exclusive use rights to the Buyer as specified in this Contract.

**Exclusive Use Plan** means the sketch plans attached to the CMS contained in the Disclosure Statement;

**Finishes** means the Schedule of Finishes for the Lot described in the Disclosure Statement, as may be varied from time to time;

**General Purpose Socket Outlet** means an electrical socket outlet defined in the Electricity Safety Regulation 2013 (Qld);

**GST** means the goods and services tax under the GST Law;

**GST Law** includes *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and other GST related legislation;

**Insolvency Event** means the happening of any of the following events in relation to the Buyer or the Guarantor (or both):

- (a) in the case of a natural person:
  - (i) is or becomes bankrupt; or
  - (ii) enters into any agreement or makes any arrangement with creditors for liquidation of debts by composition or otherwise (other than an agreement or arrangement that would because of any statute relating to the bankruptcy of persons render this provision void);
- (b) in the case of a corporation:
  - (i) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;
  - (ii) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator;
  - (iii) the appointment of a controller, as defined in the *Corporations Act 2001* (Cth), in respect of any of its assets;
  - (iv) it is wound up or dissolved;
  - (v) it proposes to enter into or enters into any form of arrangement with its creditors or any of them;
  - (vi) it is, or is deemed to be under section 46(2) or 585 of the *Corporations Act 2001* (Cth), unable to pay its debts;
  - (vii) it becomes insolvent under administration as defined in Section 9 of the *Corporations Act 2001* (Cth); or
  - (viii) is deregistered.

**Land** means that part of the Property, from which the Scheme will be created, as shown on the Plan;

**Lot or Proposed Lot** means the estate in fee simple described in the Contract and the Disclosure Statement to be conveyed to the Buyer at settlement, subject to any changes made to the Lot pursuant to the Contract from time to time;

**Margin Scheme** has the same meaning as under the GST Law;

**Obligation** means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability;

**Operator** means an entity satisfactory to the Seller, in the Seller's discretion to act as letting agent and/or service contractor for the Scheme;

**Outgoings** means:

- (a) Rates, levies and other charges of any kind imposed by Council or any other Authority;
- (a) taxes, including land tax;

- (b) charges of any statutory authority;
- (c) Body Corporate Levies;
- (d) Insurance premiums paid by the Seller under Section 191 of the BCCM Act; and
- (e) amounts paid by the Seller before Body Corporate Levies are fixed which would constitute those levies;

**Personal Information** has the meaning given to that expression in the *Privacy Act 1988* (Cth);

**Plan** means the survey plan attached to the Disclosure Statement which is indicative only and subject to final survey and may be varied in accordance with the terms of this Contract;

**Power of Attorney** has the meaning given to it in this Contract, as previously disclosed to the Buyer in the Disclosure Statement;

**PPSA** means *Personal Property Securities Act 2009* (Cth);

**PPSR** means the register as defined in the PPSA.

**Property** means the property comprising Lot 36 on RP 41330 with title reference 11926155 and Lot 35 on RP 41330 with title reference 12189221 known as 1383 and 1385 Gold Coast Highway, Palm Beach QLD 4221.

**Rates** means rates, fire service levy, and other charges (including without limitation charges for water, sewerage and garbage) imposed by the Council together with any interest, fines and penalties on them;

**Regulation Module** means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*;

**Right** includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, immunity, remedy, discretion or course of action;

**Requirement** means any approval, requirement, or authorisation, of any statutory body, local authority, court, government or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance, court order or by law;

**Scheme** means the proposed EAST Palm Beach Community Titles Scheme;

**Security Interest** has the same meaning given to it under the PPSA;

**Seller** means the Seller referred to in the Reference Schedule or any successors and/or permitted assigns;

**Seller's Consultant** means any of the Seller's Solicitor or the Seller's real estate agent, project manager, architect, surveyor or builder (as nominated by the Seller);

**Settlement Date** means the date calculated under Clause 18.1;

**Sunset Date** means 36 months from the Contract Date subject to extensions under this Contract but shall in no circumstances be later than five years and six months (5.5 years) from the Contract Date (or if the Buyer requests a later date and the Seller agrees to that date, the later date);

**Transfer Documents** means a Form 1 Transfer and Form 24 under the *Land Title Act 1994* (Qld) and any other documents required to have the transfer stamped or registered by the Buyer, at the Buyer's cost;

**Utility Infrastructure** has the meaning given to that term by the BCCM Act;

**Utility Service** has the meaning given to that term by the BCCM Act;

**Withholding Law** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

## 1.5 Interpretation

In this Contract:

- (a) Reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a person includes a body corporate;
  - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
  - (v) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
    - (A) that Statutory Provision as amended or re enacted from time to time; and
    - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
  - (vi) money is to Australian dollars, unless otherwise stated.
- (b) "Including" and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (d) Headings are for convenience only and do not form part of this Contract or affect its interpretation.
- (e) A provision of this Contract must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
- (f) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.

#### **1.6 Parties**

- (a) If a party consists of more than one person, this Contract binds each of them separately and any two or more of them jointly.
- (b) An obligation, representation or warranty in favour of two or more persons is for the benefit of them separately and any two or more of them jointly.
- (c) A party that is a trustee is bound both personally and in its capacity as a trustee.

#### **1.7 Buyer purchasing as Trustee**

If the Buyer is purchasing the Lot in the capacity of a Trustee the Buyer shall be personally liable under this Contract and warrants to the Seller:

- (a) that the Buyer has not entered into this Contract as an undisclosed trustee;
- (b) that the Buyer has the power to enter into this Contract;
- (c) that the Buyer enters into this Contract solely for the benefit of the beneficiaries of the trust and will not do anything to prejudice the trustee's right of indemnity;
- (d) that the Buyer has done everything necessary to ensure that the Seller is indemnified by the trust against any liability under this Contract;
- (e) that the Buyer will provide copies of trust documentation if requested by the Seller;
- (f) that the Buyer will not allow any variation or resettlement of the trust before settlement;
- (g) the Buyer warrants to the Seller that the Buyer has not entered into this Contract as an undisclosed trustee.



---

**2. Agreement to Sell and Buy****2.1 Ownership**

The Seller will be the registered owner of the Land before the Settlement Date.

**2.2 Sell and Buy**

The Seller agrees to sell and the Buyer agrees to buy on the terms in this Contract an estate in fee simple in the Lot.

---

**3. BCCM ACT Disclosure**

The Buyer acknowledges that before signing this Contract the Buyer received and read the Disclosure Statement signed by or on behalf of the Seller.

---

**4. Other Statutory Disclosure****4.1 Electrical Safety Switch**

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets in the Lot will be installed by the Settlement Date.

**4.2 Compliant Smoke Alarms**

The Seller gives notice to the Buyer that Compliant Smoke Alarms will be installed in the Lot by the Settlement Date.

---

**5. Contract Disclosure****5.1 Seller's Disclosure**

The Seller discloses to the Buyer that the Seller may (without limiting any other Right of the Seller) do any of the things in this clause.

**5.2 Seller's Rights**

- (a) The Seller may seek any development or other approval which is required in the sole discretion of the Seller to:
- (i) permit the discharge of its, or the Buyer's, Obligations under this Contract;
  - (ii) permit the exercise of its, or the Buyer's, Rights under this Contract;
  - (iii) effect the development of the Scheme; or
  - (iv) effect changes to the Scheme, the Common Property, a Building or the Lot, including any changes referred to in this clause in its entirety.
- (b) The Seller may make changes to the Scheme, the Common Property, a Building and the Lot, including changes to:
- (i) the name of the Scheme;
  - (ii) the design, size, location or use of lots in the Scheme or Building;
  - (iii) the design or construction of a Building, the Common Property and the Lot;
  - (iv) the Plan;
  - (v) make minor variations to the location of the Lot as shown in the Disclosure Statement compared with the Plan;
  - (vi) the Finishes as long as the new item is of similar quality in the Seller's reasonable opinion;

- (vii) the size of the Lot, by up to 5% from that shown on the Plan;
  - (viii) substitute materials, finishes, fittings or chattels in the Lot if the Seller (acting reasonably) is satisfied that the substitute materials, finishes, fittings or items are of similar quality;
  - (ix) make any minor design changes to size, interior layout and design, materials, finishes or fittings to the Lot;
  - (x) make any alteration in the number of lots in the Scheme or the numbering or lot entitlement of a lot in the Scheme or in the Common Property, including car park spaces (if any) or to the rights in relation to the use of them;
  - (xi) cause any service or infrastructure to the Scheme or development to provide for bulk supply of services to the Scheme or development including the bulk supply of electricity and whether or not the bulk supply would exclude individual supplies;
  - (xii) transfer any additional land into the Scheme, whether as a lot or Common Property;
  - (xiii) transfer or excise any land out of the Scheme;
  - (xiv) reconfigure or amalgamate any lots (other than the Lot) and/or Common Property in the Scheme or the Development;
  - (xv) the location of any exclusive use areas for the Scheme or grants of rights to other lots in the Scheme;
  - (xvi) comply with any Requirement or recommendation of the Seller's Consultants or an Authority;
  - (xvii) the CMS to take into account changes to by laws, lot entitlements, explanation of further development (including the staging or creation of a layered arrangement) or variations to the Land and Scheme as provided for in this Contract.
- (c) On or after establishment of the Scheme, the Seller may:
- (i) cause the Body Corporate to enter into any agreement or deed referred to in the Disclosure Statement or development approval that affects the Scheme land;
  - (ii) cause the Body Corporate to grant to a service contractor or letting agent:
    - (A) an authority to occupy areas of Common Property;
    - (B) the Right to place signs on parts of the Common Property;
  - (iii) cause the Body Corporate or the Committee for the Body Corporate to grant any consent, authorisation or other approval required or connected with a matter arising for consideration by the Body Corporate under the CMS, any subsequent community management statement for the Scheme, a building management statement or development approval that affects the Scheme land;
  - (iv) enter into or amend agreements, documents, dealings or any other matter referred to in the BCCM Act or disclosed or contemplated in this Contract or the Disclosure Statement;
  - (v) cause parts of the Common Property to be allocated for the exclusive use of owners of lots in the Scheme;
  - (vi) attend to, or cause the Body Corporate to attend to, anything else which the Seller considers necessary for the establishment, administration and operation of the Scheme and the Body Corporate;
  - (vii) grant or accept leases, licences or easements over Common Property for services that are or might be of benefit to lot owners, the Body Corporate or adjoining owners, or are required by the Council or another Authority;

- (viii) engage a bulk supplier of electricity and other utilities;
  - (ix) cause the Body Corporate to engage service contractors to provide services including for the provision of Utility Infrastructure, Utility Services, caretaking, utilities billings, broadband, pay television, lifts, car stackers or gas or other like services and facilities;
  - (x) enter into any agreement that may be required by Council or any other relevant Authority (such as an agreement for bulk waste disposal);
  - (xi) grant indemnities to the Council and to the Council's agents and contractors in respect to any claims that may arise from the Council refuse collection vehicle entering the Scheme Land;
  - (xii) vary the by laws in the CMS for any purpose not inconsistent with any matter disclosed or contemplated in this Contract or the Disclosure Statement;
  - (xiii) hold one or more general meetings while the Seller is the sole Body Corporate member, elect a committee and attend to any other business the Seller thinks fit including, without limitation, matters referred to in the BCCM Act, this Contractor the Disclosure Statement;
- (d) Subject to the BCCM Act, it is a fundamental term of this Contract that, if variations between the CMS disclosed in the Disclosure Statement and the CMS registered from time to time as contemplated by this Contract (including for a reconfiguration or an amalgamation), the Buyer must:
- (i) not object to, dissent from or vote against a resolution approving required variations and the recording of a new CMS; and
  - (ii) if requested to do so by the Seller, vote in favour of the resolution.
- (e) The Buyer is not entitled to object, claim compensation or damages, refuse or delay Settlement, withhold any part of the Purchase Price or seek to terminate this Contract as a result of the matters set out in this entire clause.

---

## 6. No Representations & Specific Acknowledgment

- (a) The Buyer:
- (i) has not relied on any representation made by the Seller, the Seller's Consultant or any other person in entering into this Contract other than as set out in the Documents;
  - (ii) acknowledges that information in brochures, models and any other media for the Scheme is indicative only and is not to be relied on; and
  - (iii) acknowledges that it has had the opportunity to obtain independent legal, taxation and financial advice about the matters in and content of the Documents.
- (b) The Buyer acknowledges that there are likely to be conditions in the Development Approval that must be complied with by the Buyer, and the Body Corporate as appropriate.
- (c) the Buyer is not entitled to object, claim compensation or damages, refuse or delay Settlement, withhold any part of the Purchase Price or seek to terminate this Contract as a result of the matters set out in as a result of any of those matters in this Clause.

---

## 7. Exclusive Use Areas

### 7.1 Acknowledgement

- (a) This clause only applies if the Reference Schedule includes any Exclusive Use Area.
- (b) Any reference to the dimensions, area or location of an Exclusive Use Area is not an essential term of this Contract.
- (c) The Seller warrants and promises to the Buyer the following:

- (i) the Exclusive Use Area will be allocated by the Seller (in its absolute discretion) to the Buyer by way of exclusive use from the car park spaces or storage spaces or other exclusive use area as shown on the Exclusive Use Plan (if any); and
  - (ii) that the Seller will notify the Buyer of the Exclusive Use Area that the Buyer has been allocated by the Seller (as the case may be).
- (d) The Buyer acknowledges that the Seller has an absolute discretion to allocate any Exclusive Use Areas shown on the Exclusive Use Plan (as may be amended by the Seller from time to time in accordance with the terms of this Contract), and the Buyer will not object or make any claim against the Seller in respect to the allocation of Exclusive Use Areas made by the Seller to the Buyer or its location or relationship to other exclusive use areas, or facilities within the Common Property (such as elevators or stairs) or any access arrangements between the street and the Building.
- (e) The Seller reserves the right to include any Exclusive Use Area as part of the title of the Lot.

## **7.2 Approval**

The Buyer acknowledges and accepts that it may be a term of a Development Approval or Council requirement that only owners of lots in the Scheme and their bona fide visitors may use parts of the Common Property and exclusive use areas (which would exclude the right for lot owners to lease, licence or sell car parks and storage areas).

---

## **8. Personal Information**

### **8.1 Permission**

The Buyer acknowledges that the Seller has collected Personal Information of the Buyer and is permitted to use that information for any of the following purposes:

- (a) to provide to any of the Seller's professional advisors or Bank;
- (b) to complete the transactions contemplated by this Contract;
- (c) to verify or confirm any information or details concerning the Buyer; and
- (d) to answer or handle any queries, complaints or matters raised by third parties concerning the Property, the transactions contemplated by this Contract or generally concerning the Buyer's acquisition of the Lot.

### **8.2 Disclosure**

The Seller is permitted to disclose the Personal Information of the Buyer to third parties in order to satisfy the purposes referred to in this Contract.

---

## **9. Deposit**

### **9.1 Payment**

- (a) The Buyer must pay the Deposit to the Deposit Holder at the times specified in the Reference Schedule.
- (b) The Buyer defaults if it does not pay all of the Deposit when due or pays by a cheque or other method that is post dated or dishonoured.
- (c) The Seller may recover any unpaid Deposit as a liquidated debt in addition to its other remedies.

### **9.2 Investment of Deposit**

- (a) The Deposit Holder is authorised to:
  - (i) invest the Deposit with a Bank in the name of the Deposit Holder in trust for the Seller and the Buyer;

- (ii) provide the parties' tax file numbers under applicable income tax legislation when making the investment; and
- (iii) comply with all Requirements in connection with investment of the Deposit.
- (b) The Deposit is invested at the risk of the party ultimately entitled to receive it.
- (c) The Deposit Holder is not liable to either party for any delay or failure to invest the Deposit.
- (d) The parties must give the Deposit Holder tax file numbers and any other information needed by the Deposit Holder for the investment.

### 9.3 Dealing with Deposit and Interest

The Deposit Holder must pay:

- (a) the Deposit to:
  - (i) the Seller if this Contract settles;
  - (ii) the Buyer if this Contract is ended without default by the Buyer;
  - (iii) the Seller if this Contract is terminated because of the Buyer's default; or
  - (iv) to any other party as directed by this Contract; and
- (b) any interest on the Deposit in equal shares to the Buyer and the Seller, unless otherwise described in this Contract.

### 9.4 Deductions

The Deposit Holder or the Bank or the financial institution the Deposit is invested with, are entitled to deduct from the Deposit:

- (a) debit tax and any other charges permitted by law; and
- (b) the Deposit Holder's reasonable expenses in connection with the preparation and lodgement of a tax return if no party is presently entitled to the Deposit for the purpose of Division 6 Part III of the *Income Tax Assessment Act 1936* (Cth).

### 9.5 Forfeiture of Deposit

If the Seller forfeits the Deposit, the Buyer must in addition to the forfeited Deposit pay to the Seller an amount equal to the Seller's liability for GST on the forfeited Deposit within five Business Days of receiving a written demand and tax invoice from the Seller to the Buyer.

---

## 10. Bank Guarantee

### 10.1 Delivery of Bank Guarantee

The Buyer may satisfy its Obligation under this Contract to pay the Deposit by delivering to the Deposit Holder on or before the Contract Date a bank guarantee, payable to the Deposit Holder that is:

- (a) for an amount equal to the Deposit;
- (b) valid until at least six (6) months after the Sunset Date;
- (c) in a form acceptable to the Seller and from a Bank approved by the Seller (in its discretion);
- (d) unconditional or given upon conditions acceptable to the Seller; and

- (e) payable on written demand by the Seller and without reference to the Buyer, but provided that demand must not be made unless the Seller is entitled to the Deposit in accordance with this Contract or the Buyer is in default under this Contract.

#### **10.2 Bank Guarantee Unacceptable**

If the Seller gives the Buyer notice, at any time until the Sunset Date, that the bank guarantee received from the Buyer does not comply, or no longer complies, with this clause then the Buyer must within 14 days of that notice either replace the bank guarantee with one that complies with this clause or pay the deposit in cash.

#### **10.3 Bank Guarantee Proceeds**

If the bank guarantee is called on then the amount received by the Deposit Holder must then be treated as the Deposit under this Contract.

---

### **11. Seller's Obligations**

Subject to the terms of this Contract, the Seller must:

- (a) cause the Scheme to be established as described in the Documents;
- (b) construct, or cause to be constructed, the Lot and Common Property substantially as shown on the Plan and with the Finishes (other than the Exclusions) in a proper and workmanlike manner by a licensed builder in accordance with all relevant building laws and standards;
- (c) cause any Exclusive Use Areas for the Lot (if any) to be allocated as exclusive use to the owner of the Lot.

---

### **12. Establishment of the Scheme**

#### **12.1 Regulation Module**

The Buyer acknowledges that the Seller intends to establish the Scheme under the BCCM Act and the Regulation Module.

#### **12.2 Scheme**

If the Scheme is not established and this Contract for the sale and purchase of the Lot not settled by the parties by the Sunset Date, either the Seller or the Buyer may terminate this Contract by notice to the other.

---

### **13. Access for Inspection**

#### **13.1 Before Settlement**

After the Seller has given notice of establishment of the Scheme, or such earlier date as the Seller may notify the Buyer, the Buyer personally or by nominated representative/s may inspect the Lot once, subject to conditions imposed under this Clause including for the purposes of identifying defects or incomplete work and/or conducting a valuation of the Lot.

#### **13.2 Conditions**

On any inspection under this clause the Seller may require the Buyer:

- (a) and/or its representative/s to be accompanied by the Seller's Consultant or other representatives of the Seller and adhere to any safety or other requirements applicable on the Property, Land or Lot at the time;
- (b) to indemnify the Seller, the Seller's Consultants or other representatives of the Seller in relation to any claim, suit, action or demand arising out of or in relation to the conduct (but not the results) of the inspection or the Buyer's and/or its representative's physical access to the Property, the Land or the Lot.

---

## **14. Variations to Lot**

### **14.1 No right for Buyer**

The Seller is not required to vary the Lot (including its finishes) if requested by the Buyer.

### **14.2 Variation costs**

If the Seller agrees to make any variations to the Lot in accordance with a written request by the Buyer, the Buyer must in addition to the Purchase Price, pay to the Seller (if the Seller makes such demand) on Settlement the Seller's costs of preparing and entering into a deed of variation (which must be prepared by the Seller's Solicitor), the costs of the variations to the Lot and any GST on the above amounts.

---

## **15. Defects**

### **15.1 Seller to Repair**

The Seller must use best endeavours to arrange for the builder to fix within a reasonable time:

- (a) scratches, chips, dents, stains or marks in any surface, covering or fixture or fitting that are notified to the Seller on or before the Settlement Date; and
- (b) any other defects of workmanship or materials that are notified to the Seller, collated as one document, in a report style format (with attaching photos and containing full descriptions) within three months after the Settlement Date.

### **15.2 Dispute**

Any dispute about whether the Seller has remedied a defect will be determined by the Seller's Consultant acting as an expert and the parties agree to be bound by the Seller's Consultant's decision.

### **15.3 Permitted Defects**

Unless defects are the result of defective workmanship or the use of defective materials, this Clause does not apply to defects caused by temperature changes and normal settlement (such as cracks in concrete and tiles that have not resulted from defective materials or workmanship), fair wear and tear or minor shrinkage or matters that would normally be rectified by ordinary maintenance.

### **15.4 Buyer Must Settle**

- (a) The Buyer must settle this Contract and pay the Purchase Price regardless of any defect in the Building, the Common Property or the Lot, whether due to defective materials, workmanship or any other cause;
- (b) The Buyer must not refuse or delay settlement, withhold part or all of the Purchase Price, object, claim compensation or damages or seek to terminate this Contract because of:
  - (i) any defect, default or deficiency claim in relation to the Lot, any chattels or the Common Property (unless there is a material adverse affect on the Lot);
  - (ii) the staging or timing of completion of parts or all of the Development;
  - (iii) the availability of Common Property facilities being delayed until after Settlement;
  - (iv) continuing construction works in the Scheme (and the Buyer acknowledges that such works carried out at reasonable times will not cause a nuisance).

### **15.5 Access**

The Buyer must give the Seller and its agents, employees and contractors access free of charge to inspect defects or carry out rectification works at reasonable times to the Seller.

## 15.6 Manufacturers' Warranties

From the Settlement Date, the Seller assigns to the Buyer, as far as it is able, any manufacturer's warranties for the fixtures in the Lot. Anything further necessary to complete the assignment is the Buyer's responsibility.

---

## 16. Title

### 16.1 Lot title

The Lot is sold subject to:

- (a) the BCCM Act, the *Land Title Act 1994* (Qld) and the *Planning Act 2016* (Qld);
- (b) the Plan and all things contained in or endorsed on them;
- (c) the Encumbrances;
- (d) anything disclosed in the Disclosure Statement;
- (e) anything disclosed by the Seller in this Contract;
- (f) all easements, encumbrances and interests affecting the Lot given in favour of an Authority, required as a condition of any Approval, reasonably necessary for the effective use of the Lot, another lot in the Scheme, the Common Property for the Scheme or the Property;
- (g) mains, pipes, wires, ducts or any equipment for or any services to any part of the Lot, the Property or the Common Property being a joint service with any other land or passing through or over any other land or that a service to other land passing through or over the Lot, the Property or Common Property and whether or not that is protected by a registered easement;
- (h) any encroachment by eaves, awnings, fascias, or structures of or attached to any improvements on Scheme Land or the Lot over any other lot or other property or easement or vice versa, whether or not shown in the Plan in the Disclosure Statement, if the Buyer is not materially prejudiced by it (and the Buyer acknowledges that it will not be materially prejudiced by such an encroachment which does not directly materially adversely interfere with the Buyer's use of the Lot);
- (i) any transfer, dedication, lease, easement, licence, right of exclusive use, occupation authority or other right over Common Property or the Property given to the Crown, Council or any other Authority or entity providing any service, the Seller, any other buyer of a lot in the Scheme or owner of land in the development or the owner of adjoining or nearby land; and
- (j) any boundary fence or wall not being upon or within the boundary of the Lot, the Property or Common Property of the Scheme.

### 16.2 No Requisitions

The Buyer may not deliver requisitions on title to the Seller.

---

## 17. Registration

- (a) The Seller must register the Amalgamation Plan.
- (b) The Seller must register the Plan and the first CMS for the Scheme as soon as reasonably practical.

---

## 18. Settlement

### 18.1 Settlement Date

- (a) The Settlement Date is:
  - (i) 14 days after the day the Seller notifies the Buyer in writing that the Plan has registered and the CMS has been recorded in the Department; or



- (ii) If at the Contract Date the Plan has registered and the CMS has been recorded in the Department, 30 days after the date of this Contract.
- (b) The Seller may by notice at any time before settlement, extend and further extend the Settlement Date up to and including the day before the Sunset Date, provided that the Seller may only extend under this clause for bona-fide purposes including for example, to give the Seller more time to:
  - (i) provide or deliver separate indefeasible unencumbered (save as permitted by this Contract) title at Settlement;
  - (ii) to finalise and obtain any relevant Certificate of Classification; or
  - (iii) complete construction of the Building to a standard satisfactory to the Seller.
- (c) Settlement must occur on or before the Sunset Date.

**18.2 Place and Time for Settlement**

- (a) Settlement must occur before 4:00 pm on the Settlement Date. If the parties agree on a time for settlement, that is for convenience only.
- (b) Settlement must take place at a place nominated by the Seller.

**18.3 Buyer's Settlement Obligations and Payment of the Balance Purchase Price**

- (a) At settlement, the Buyer must pay the Balance Purchase Price by Bank Cheques as the Seller directs.
- (b) If both of the following apply:
  - (i) the sale is not an excluded transaction under s14-214 of the Withholding Law; and
  - (ii) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
    - (A) an ATO Clearance Certificate; or
    - (B) 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:
    - (iii) for clause 18.3(a), 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;
    - (iv) 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;
    - (v) the Seller must return the bank cheque in paragraph (iii) to the Buyer's solicitor (or if there is no Buyer's solicitor, the Buyer) at Settlement;
    - (vi) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with s14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (c) For the purposes of this clause, s14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
  - (i) the Lot includes items in addition to the Lot itself and any improvements on the Lot; and

- (ii) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and any improvements on the Lot by a registered valuer,

in which case the market value of the Lot and improvements on the Lot will be as stated in the valuation.

#### **18.4 Seller's Settlement Obligations**

At settlement, the Seller must give the Buyer:

- (a) vacant possession of the Lot, unless the Buyer is already in possession;
- (b) any certificate of title for the Lot (if in existence);
- (c) a copy of the Certificate of Classification, unless the Seller has already provided it;
- (d) the unstamped Transfer Documents (unless previously given) in registrable form;
- (e) a release or withdrawal of any mortgage or charge over the title for the Lot; and
- (f) the keys, access devices and door opening codes (if any) for the Lot and parts of the Common Property that the Buyer is permitted access ("Keys") (unless the Seller directs that these are to be collected from the Seller's Consultant or the Buyer has agreed to receive them in some other way).

#### **18.5 Meaning of Bank cheque**

Despite any other provision of this Contract, the reference to "Bank Cheque" includes a cheque drawn by a building society or credit union on itself and does not include a cheque drawn by a building society or credit union on a Bank.

#### **18.6 Transfer Documents**

The Buyer must prepare and deliver the Transfer Documents to the Seller's Solicitor at least five Business Days before the Settlement Date. However, the Seller may elect to prepare the Transfer Documents and the Buyer must not object.

#### **18.7 Production of Documents**

The Seller must produce the Transfer Documents for stamping if:

- (a) the Buyer's Solicitor undertakes to use them for stamping only and return them to the Seller before settlement; or
- (b) where the Buyer has no solicitor, the Buyer pays the Seller's Solicitor's reasonable expenses of producing them at the Office of State Revenue.

#### **18.8 Body Corporate Roll**

- (a) Within seven days of Settlement, the Buyer must give a BCCM Form 8 to the secretary or body corporate manager for the Scheme and advise the Seller in writing once completed.
- (b) If the Buyer does not comply with this clause the Seller is entitled to recover as a liquidated debt its reasonable legal and administrative costs to arrange for the Buyer to comply and seek reimbursement of levies which may issue to and be paid by the Seller post settlement as a result of the Buyer's failure to comply.

#### **18.9 PPSR**

The Buyer is only entitled to a release of any registered Security Interest where that Security Interest directly encumbers personal property contained within the Lot.

---

**19. Error or Misdescription**

If there is a mistake or error in the description of the Property, the Lot or the Common Property in this Contract or the Disclosure Statement or any other error in the particulars of sale, that mistake or error will not annul the sale and the Buyer's remedies are limited to a claim for compensation. The Buyer may not object, refuse or delay Settlement, withhold any part of the Purchase Price or seek to terminate this Contract because of any claim.

---

**20. Risk****20.1 Seller and Buyer's risk**

The Lot remains at the risk of the Seller until settlement. On and from settlement, the Lot is at the risk of the Buyer.

**20.2 Seller's insurance**

Subject to Section 191 of the BCCM Act, the Seller is not required to insure the Property and Section 63 of the Property Law Act 1974 (Qld) does not apply.

---

**21. Damage or Destruction**

If before Settlement, the Scheme or Lot is damaged, destroyed or suffers any kind of physical change that is unintended by the Seller, the Seller may elect to reinstate the property and extend the Settlement Date for a reasonable time having regards to the works required to effect the reinstatement.

---

**22. GST Inclusive****22.1 GST Inclusive Purchase Price**

The Purchase Price includes any GST payable on the supply of the Lot to the Buyer.

**22.2 Margin Scheme**

The Seller elects and the Parties agree that the Seller will adopt the Margin Scheme for the calculation of GST.

**22.3 Acknowledgement - GST Withholding**

- (a) In this Contract, "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.
- (b) The Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law.
- (c) 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").
- (d) Prior to settlement, the Buyer must give to the Seller:
  - (i) a copy of the Form 1;
  - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
  - (iii) confirmation from the ATO that the Form 2 has been lodged; and
  - (iv) completed ATO payment slip for the GST Withholding Amount.
- (e) The Seller irrevocably directs the Buyer to draw out of the Balance Purchase Price a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement.
- (f) The Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

---

## 23. Adjustments to Purchase Price

### 23.1 Basis of Adjustment

- (a) The Seller is liable for Outgoings up to the Settlement Date. The Buyer is liable from the Settlement Date.
- (b) Outgoings (other than land tax) must be apportioned:
  - (i) if they are paid, on the amount actually paid;
  - (ii) if they are unpaid, on the amount payable disregarding any early payment discount; and
  - (iii) if they are not separately assessed, for the Lot, on the amount and in the manner reasonably specified by the Seller's Solicitor (which may be based on the proportion of land area or lot entitlements the Lot has compared to the Property or rest of the Scheme).
- (c) If Outgoings are apportioned in the Seller's favour but are unpaid, the Seller must pay those Outgoings by the due date shown in the relevant assessment or (if there is no separate assessment) a reasonable time after the relevant assessment issues.

### 23.2 Land Tax

Land Tax must be adjusted:

- (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date as if the Seller is a corporation and the Land was the Seller's only land;
- (b) if there is no taxable value in accordance with the *Land Tax Act 2010* for the Lot in accordance with the following formula:

Land tax paid or payable by the Seller  
on the Land (as if the Land was the  
Seller's only land) for the land tax year  
current at the Settlement Date

$$\times \frac{\text{Interest schedule lot entitlement of the Lot}}{\text{Aggregate interest schedule lot entitlements of the Scheme}}$$

and

- (c) on the basis it is paid.

### 23.3 No clearance

If a land tax clearance certificate has not issued or any other Outgoing has been unpaid for the Lot or Land on or before Settlement:

- (a) the Buyer cannot:
  - (i) delay or refuse to complete or require that any of the Balance Purchase Price be retained; or
  - (ii) make or demand any payment from the Balance Purchase Price;
- (b) the Seller undertakes to pay the land tax owing or to be assessed on the Lot or the Land up to and including the Settlement Date and the Buyer accepts that undertaking; and
- (c) if Outgoings are capable of being identified at Settlement, the ones that are subject to this Clause are to be adjusted under Clause 23.2 as if they had been paid by the Seller.

### 23.4 Readjustment

If an Outgoing is adjusted on an amount that proves to be different from the actual amount of the Outgoing for the relevant period then either party may require a readjustment. The Seller need not comply with an Obligation to pay an Outgoing until the readjustment is made.

---

## **24. Power of Attorney and Proxy**

### **24.1 Power of Attorney**

- (a) The Buyer (and if more than one all of them jointly and severally) irrevocably nominates and appoints the Seller and its directors, separately, as the Buyer's attorney for the purposes specified in the Power of Attorney Disclosure Statement that forms part of the Disclosure Statement ("Power of Attorney").
- (b) The Power of Attorney expires on the latest day permitted by the BCCM Act.
- (c) The Buyer ratifies and confirms, and agrees to ratify and confirm, all action taken by the Seller in the exercise of the Power of Attorney.
- (d) While this Power of Attorney remains in force the Buyer must not transfer or assign its interest under this Contract or in the Lot except to a transferee who has first agreed to be bound by the conditions on the part of the Buyer in this Clause and to execute a power of attorney of the same kind and duration as that in this Clause.
- (e) The Buyer acknowledges that it has received and read prior to the signing of this Contract the Power of Attorney Disclosure Statement contained in the Disclosure Statement disclosing the purposes for which the Power of Attorney may be exercised and it is aware of the rights given to the Buyer by section 219 of the BCCM Act.
- (f) Whilst this Power of Attorney remains in force, the Buyer must not appoint a company nominee or vote or permit anyone to vote on behalf of the Buyer without the written consent of the Seller.
- (g) The Buyer must execute and return to the Seller any other document given by the Seller to Buyer reasonably required to give effect to this Clause.

### **24.2 Proxy**

- (a) The Buyer (and if more than one all of them jointly and severally) appoints the Seller (including a nominee of the Seller) to be the Buyer's proxy to vote on behalf of the Buyer for the purposes specified in the Proxy Disclosure Statement that forms part of the Disclosure Statement ("Proxy").
- (b) Subject to the BCCM Act, this Proxy is irrevocable for a period of one year after establishment of the Scheme, or such other longer period permitted by law.
- (c) The Buyer ratifies and confirms, and agrees to ratify and confirm, all action taken by the Seller to vote at meetings of the Body Corporate using this Proxy.
- (d) The Buyer must not appoint any other nominee or representative nor vote (or allow any person to vote for the Buyer) at a general meeting of the Body Corporate without the Seller's written consent during the term of the appointment of the Proxy under this Clause.
- (e) While the Proxy remains in force the Buyer must not transfer or assign his interest under this Contract or in the Lot except to a transferee who has first agreed to be bound by the conditions on the part of the Buyer in this Clause and to execute a proxy of the same kind and duration as that in this Clause.
- (f) The Buyer must execute and return to the Seller any other document given by the Seller to Buyer reasonably required to give effect to this Clause.

---

## **25. Time and Delay**

### **25.1 Time of the Essence**

- (a) Time is of the essence in this Contract but the hour of settlement on the Settlement Date is not essential;
- (b) If the parties agree to vary a time requirement, the time requirement so varied is of the essence in this Contract;
- (c) An agreement to vary a time requirement must be in writing.

## **25.2 Interest**

- (a) If required by the Seller, the Buyer must pay simple interest at 10% per annum:
  - (i) on any unpaid money due under this Contract; and
  - (ii) on the Balance Purchase Price from the Settlement Date to any later Settlement Date requested by the Buyer and agreed to by the Seller.
- (b) Interest required to be paid:
  - (i) must be paid with the amount on which it is calculated; and
  - (ii) is recoverable by the Seller from the Buyer as a liquidated debt.

---

## **26. Buyer's Default**

### **26.1 Remedies**

If the Buyer breaches any term of this Contract then, in addition to any other remedy available to the Seller, the Seller may do any one or more of the following:

- (a) terminate this Contract, retain the Deposit and sue the Buyer for damages;
- (b) terminate this Contract and, without notice to the Buyer, resell the Lot; or
- (c) affirm this Contract and sue the Buyer for damages and specific performance.

### **26.2 Costs on resale**

If the Seller resells, the Buyer must pay any deficiency in price on resale together with the costs of repossession (if required), the resale, any failed attempt to resell, the Rates, Body Corporate Levies, land tax or any other Outgoings for the Lot that would have been payable by the Buyer if this Contract had settled as well as any interest. Amounts payable under this Clause may be recovered as liquidated damages. Any profit on a resale belongs to the Seller.

### **26.3 Indemnity**

The Buyer indemnifies the Seller against any loss that the Seller suffers as a result of the Buyer's default.

---

## **27. Other Termination by Seller**

### **27.1 Termination without Default**

Without limiting any of the Seller's other Rights, the Seller may terminate this Contract at any time that is 12 months from the Contract Date by notice to the Buyer if:

- (a) the Seller does not obtain, or forms the view that it is unlikely to obtain, on terms entirely satisfactory to it, finance for the Development;
- (b) a condition of a relevant development Approval, if complied with, would require substantial change in construction of the Development, the Building or the Lot;
- (c) the Seller is unable or unwilling to comply with any Requirement of any Approval it obtains or in connection with the Property, the Land, the Development; the Scheme, a Building, the Common Property or the Lot;
- (d) the Seller is unable to construct a Building or establish the Scheme;
- (e) a competent Authority refuses to grant or revokes a necessary permit or approval, refuses to seal or register the Plan or CMS or imposes any conditions in a permit, certificate or approval with which the Seller is unwilling to comply;

- (f) at any time the Seller is of the opinion that the Development will not be completed for any reason beyond the reasonable control of the Seller including but not limited to because of a dispute with or the insolvency or default of any building contractor or other party undertaking or associated with the construction of the Scheme;
- (g) at any time the Seller is of the opinion (acting reasonably) that for any reason the Seller will not be able to complete construction of the Scheme, the Building or Lot in time to enable establishment of the Scheme by the Sunset Date;
- (h) at any time the Seller is of the opinion (acting reasonably) that for any reason the Seller will not be able to complete this Contract by the Sunset Date;
- (i) a Building or the Lot are destroyed or substantially damaged before the Possession Date;
- (j) the Buyer is one or more natural persons and an Insolvency Event happens, or any one of those persons dies; is sentenced to imprisonment for a term of one year or more or becomes of unsound mind;
- (k) the Buyer is one or more corporations and an Insolvency Event happens.

#### **27.2 Refund of Deposit**

If the Seller terminates this Contract under this clause then any part of the Deposit paid by the Buyer must be refunded and, subject to Clause 27.3, neither party has any claim against the other.

#### **27.3 Breach Prior to Termination**

Termination under Clause 27.1 does not prejudice any Right that the Seller may have for breach of this Contract by the Buyer before termination by the Seller.

---

### **28. Early Possession**

If the Seller agrees to give possession of the Lot to the Buyer before the Settlement Date:

- (a) the Lot and any chattels are at the risk of the Buyer from the date of possession;
- (b) the Buyer must insure the Lot and any chattels to the Seller's satisfaction;
- (c) until settlement the Buyer must keep and maintain the Lot and any chattels in good and substantial repair and not alter, add or remove any of the Lot and any chattels without the Seller's prior written consent;
- (d) entry into possession by the Buyer is under a licence personal to the Buyer, revocable at any time, and does create a relationship of landlord and tenant;
- (e) the Buyer must not assign or dispose of possession or occupancy of the Lot and any chattels;
- (f) the Seller or any person authorised by the Seller may enter and view the Lot and do anything or carry out any works (whether permanent or temporary) that the Seller considers necessary for the preservation or repair of the Scheme; and
- (g) the Buyer indemnifies the Seller against any cost, damage or liability incurred by the Seller directly or indirectly as a result of the Buyer's early possession of the Property.

---

### **29. Guarantee and Indemnity**

#### **29.1 Buyer a company or trustee**

If the Buyer is a company or a trustee of a trust then, unless the Seller otherwise agrees in writing, the Buyer must cause the Buyer's performance under this Contract to be guaranteed by:

- (a) if the Buyer is a company, the directors and shareholders of the company;

- (b) if the Buyer is a company and trustee of a trust, the directors and shareholders of the company and the principal beneficiaries of the trust; or
- (c) if the Buyer is an individual as trustee of a trust, the Buyer in its personal capacity and the principal beneficiaries of the trust.

**29.2 Contract not binding on Seller**

At the Seller's option which may be decided in its sole discretion at any time, this Contract will not binding on the Seller until each Guarantor has guaranteed the Buyer's performance by duly executing this Contract as guarantor.

**29.3 Consideration**

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

**29.4 Guarantee**

The Guarantors jointly and severally guarantee to the Seller prompt performance of all of the Obligations of the Buyer contained or implied in this Contract as a principal obligor and not merely as surety. If the Obligation is to pay money, the Seller may recover the money from the Guarantor as a liquidated debt.

**29.5 Indemnity**

In addition to the Guarantor's liability under Clause 29.4, the Guarantors jointly and severally indemnify the Seller against loss incurred because the Buyer is not bound by some or all of its Obligations under this Contract.

**29.6 Matters Not Affecting Guarantor's Liability**

The Guarantor's liability under this clause 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 this Contract;
- (d) an assignment of this Contract by the Buyer;
- (e) the termination of this Contract;
- (f) the fact that this Contract is wholly or partially void, voidable or unenforceable;
- (g) the non execution of this Contract by one or more of the persons named as Guarantor or the unenforceability of the guarantee or indemnity against one or more of the Guarantors;
- (h) the exercise or purported exercise by the Seller of its Rights under this Contract;
- (i) the absence of any action by the Seller or the Buyer to enforce this Contract;
- (j) the waiver or consent of the Seller in respect of any provision of this Contract;
- (k) the recovery of any judgment against the Buyer;
- (l) any action to enforce judgment against the Buyer;
- (m) the dissolution of the Buyer;
- (n) any change in the status, function, control or ownership of the Buyer;
- (o) any consolidation, merger, conveyance or transfer by the Buyer;



- (p) any other dealing, transaction or arrangement between the Seller and the Buyer; or
- (q) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety.

**29.7 Payment Later Voided**

The Guarantor's liability is not discharged by a payment to the Seller which is later voided 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.

**29.8 Indemnity on Disclaimer**

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

**29.9 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.

**29.10 Guarantee to Continue**

- (a) This guarantee and indemnity is a continuing guarantee and indemnity which will not be discharged except by complete performance by the Buyer or Guarantor of all of the Buyer's obligations under or arising out of this Contract.
- (b) If the Seller assigns its Rights under this Contract, the benefit of the guarantee and indemnity in this Clause 29 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.

**29.11 Legal advice**

The Guarantor has read this guarantee and indemnity and the rest of this Contract and has taken such legal advice as it considers necessary.

**29.12 Agreement**

This Clause 29 operates as an Agreement.

---

**30. Miscellaneous**

**30.1 Display Units and Signs**

The Seller may use reasonable methods to sell other lots in the Scheme, including signs on the Common Property and having display lots. The Buyer must not object and waives all rights to object to the reasonable methods.

**30.2 No Caveats**

The Buyer must not lodge a caveat over the Property or any part of the Property except if this Contract is an instalment contract under Section 74 of the *Property Law Act 1974* (Qld). The Buyer irrevocably appoints the Seller and its directors, separately, to be the Buyer's attorney to sign a withdrawal of a caveat lodged by the Buyer contrary to this Clause.

**30.3 No Assignment by Buyer**

The Buyer may not assign the benefit of this Contract, without the express prior approval of the Seller in writing, which approval is at the Seller's sole discretion and may be given, if given, on such conditions as the Seller may require.

#### **30.4 Marketing restriction on the Buyer**

During the currency of this Contract and without first obtaining the consent of the Seller, the Buyer must not publicly market or engage in any marketing activities in connection with the Lot in a public forum in relation to the proposed sale of the Lot.

#### **30.5 Seller's Right to Transfer Property**

- (a) The Seller may transfer the Property (or any part of the Property), transfer its interest in this Contract and/or assign the benefit of this Contract.
- (b) If the Seller provides notice to the Buyer (and any Guarantors) that it has transferred or assigned its interest in the Property or this Contract, this Contract and the Guarantee will be enforceable by the transferee or assignee against the Buyer and each Guarantor as if the transferee or assignee were named as Seller in this Contract.
- (c) If required by the Seller, the Buyer and each Guarantor must promptly execute and deliver to the Seller a deed in favour of the transferee or assignee to give effect to this Clause as well as any other documents required by the Seller and by law.
- (d) The Buyer irrevocably appoints the transferee or assignee to be its proxy and attorney on the same terms and conditions as described in this Contract.

#### **30.6 Dealings with Property**

The Seller may deal with the Property, or any part of it, prior to completion and without limitation, may mortgage, charge or give other securities over the Property, or any part of it, and the Buyer must not object to any dealings by the Seller.

#### **30.7 Continuing Obligations - No Merger**

The rights and obligations of the parties under this document (including the guarantee and indemnity by the Guarantors) do not merge on completion of any transaction contemplated by this document.

#### **30.8 Foreign Investment**

- (a) The Buyer warrants that the statement in the Reference Schedule, as to whether the Buyer is a foreign person or not, is correct;
- (b) The Buyer must give the Seller any information the Seller needs when requested so that the Seller can comply with the *Foreign Acquisitions and Takeovers Act 1975* ("FATA") as amended and the Buyer acknowledges that the Seller has not obtained and it is the Buyer's responsibility to obtain any approval required under FATA at its cost;
- (c) If the Buyer's acquisition of the Lot requires approval under FATA, this Contract is conditional on the Buyer obtaining the approval for the acquisition under FATA within 30 days of the date of this Contract, failing which the Seller may terminate this Contract and the Deposit is to be refunded to the Buyer. The Buyer must do all things necessary to obtain the approval and provide copies of the approval or refusal to the Seller promptly.

#### **30.9 Entire Contract**

This Contract and the Disclosure Statement (as varied by a further statement, constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all previous arrangements, understandings and negotiations in connection with it.

#### **30.10 Further Assurances**

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

**30.11 Severability**

If anything in this Contract is unenforceable, illegal or void then it is severed and the rest of the Clause or parts of the Clause of this Contract remains in force.

**30.12 Variation**

An amendment or variation to this Contract is not effective unless it is agreed in writing.

**30.13 Waiver**

- (a) A party's failure or delay to exercise a power or Right does not operate as a waiver of that power or Right.
- (b) The exercise of a power or Right does not preclude either its exercise in the future or the exercise of any other power or Right.
- (c) A waiver is not effective unless it is in writing.
- (d) Waiver of a power or Right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
- (e) A waiver given by a party's solicitors is deemed given with the authority of the party and binds the party.

**30.14 Costs and duty**

- (a) The Buyer and Seller must each pay their own costs in relation to the negotiation and entry into this Contract.
- (b) The Buyer must pay the transfer duty and any unpaid tax interest or other related costs on this Contract and in respect of the transfer by the Seller to the Buyer in accordance with the *Duties Act 2001* (Qld).

**30.15 Notices**

- (a) A notice under this Contract or required to be given by law:
  - (i) must be in writing;
  - (ii) may be given by a party or its solicitor; and
  - (iii) may be:
    - (A) sent by prepaid ordinary post to the address of a party or its solicitor as stated in the Reference Schedule ("Party's Address");
    - (B) sent to the facsimile number of a party or its solicitor as stated in the Reference Schedule;
    - (C) sent by Email to the Email address notified in this Contract for that party or their solicitor;
    - (D) 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;
    - (E) otherwise delivered at the Party's Address; or
    - (F) otherwise provided in accordance with this Contract.
- (b) A notice must be treated as received:
  - (i) if sent by post, on the second Business Day after posting;
  - (ii) if sent by facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient;

- (iii) if sent by Email, on the date sent shown on the Email to the Email address of the addressee notified for the purposes of this Clause; or
  - (iv) if otherwise delivered at the Party's Address, upon delivery.
- (c) A notice sent or delivered in a manner provided by Clause 30.15(a) must be treated as validly given to and received by the party to which it is addressed even if:
  - (i) the addressee has been liquidated or deregistered or is absent from the place at which the notice is delivered or to which it is sent; or
  - (ii) the notice is returned unclaimed.
- (d) Notices by a party's lawyer to the other party or its lawyer (for example, varying the Settlement Date) will be treated as given with the party's authority.

### **30.16 Exchange**

This Contract may be signed in any number of counterparts. All counterparts together make one document.

### **30.17 Electronic Transmission**

This Contract may be entered into and becomes binding on the parties named in this Contract upon one party signing this Contract that has been signed by the other party (or a photocopy, fax or Email of the same) and transmitting a facsimile or Email copy thereof to the other or the other party's agent or solicitor.

### **30.18 Consent to Electronic Communication**

- (a) The Seller and the Buyer consent to each other to use electronic communication:
  - (i) to give any notice or information required by law and which was given prior to the Contract; and
  - (ii) for any communication between the parties, which may be sent to the Email address of the party or their solicitor as stated in the Contract.

### **30.19 Governing Law and Jurisdiction**

- (a) The law of Queensland governs this Contract.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

### **30.20 Special conditions**

This Contract is subject to the special conditions (if any) attached to this Contract. The special conditions prevail over any other provision in this Contract, to the extent of any inconsistency.

---

## **31. Electronic Settlement**

### **31.1 Application of Clause**

- (a) This clause 31 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.
- (b) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for the purposes of this clause.
- (c) This clause 31 (except clause 31.5(b)) ceases to apply if either party gives notice under clause 31.5 that settlement will not be an Electronic Settlement.

### 31.2 Completion of Electronic Workspace

- (a) The parties must:
  - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
  - (ii) do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (b) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (c) If any part of the Purchase Price is to be paid to discharge an Outgoing:
  - (i) 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;
  - (ii) 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.
- (d) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (i) 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;
  - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 31.2(d)(i);
  - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (iv) 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.

### 31.3 Electronic Settlement

- (a) 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 18.3(a) and 18.3(b)(vi).
- (b) The Seller and Buyer will be taken to have complied with:
  - (i) clauses 18.3(b)(iii), 18.3(b)(v) and 18.3(b)(vi); and
  - (ii) clauses 22.3(e) and 22.3(f).

(as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (c) The Seller will be taken to have complied with clauses 18.4(d) and 18.4(e) if, at settlement, the Electronic Workspace contains the Transfer Documents and (if applicable) releases of any mortgage or charge over the Lot for Electronic Lodgement in the Land Registry.
- (d) The Seller will be taken to have complied with clauses 18.4(e) and 18.4(f) if the Seller's Solicitor:
  - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 18.4(f) in escrow on the terms contained in the QLS EConveyancing Guidelines; and
  - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and

- (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (e) 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;
- (f) 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;
- (g) Electronic Settlement is taken to occur when Financial Settlement is effected in PEXA, whether or not Electronic Lodgment has occurred.

#### 31.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Office of State Revenue, Reserve Bank, a Financial Institution or 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.

#### 31.5 Withdrawal from Electronic Settlement

- (a) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (b) A notice under this clause may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (i) the transaction is not a Qualifying Conveyancing Transaction; or
  - (ii) 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
  - (iii) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (c) If clause applies:
  - (i) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
  - (ii) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

#### 31.6 Costs

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

#### 31.7 Definitions

In clause 31:

- (a) **Digitally Sign and Digital Signature** have the meaning in the ECNL;
- (b) **ECNL** means the Electronic Conveyancing National Law (Queensland);
- (c) **Electronic Conveyancing Documents** has the meaning in the *Land Title Act 1994*;
- (d) **Electronic Lodgement** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (e) **Electronic Settlement** means settlement facilitated by PEXA;
- (f) **Electronic Workspace** means a shared electronic workspace within PEXA that allows the Buyer and Seller to affect Electronic Lodgement and Financial Settlement;
- (g) **Financial Institution** means a Bank, building society or credit union;

- (h) **Financial Settlement** means the exchange of value between Financial Institutions in accordance with the Financial Settlement Schedule;
- (i) **Financial Settlement Schedule** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (j) **PEXA** means the system operated by Property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents; and
- (k) **Qualifying Conveyancing Transaction** 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.

---

## **32. Electronic Signature**

### **32.1 Definitions**

**"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign this Contract.

### **32.1 Acknowledgements**

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.

The parties to this Contract have executed it as an agreement as evidence of their intention to be bound by it.

**Seller Execution**

---

**EXECUTED PALM BEACH PROJECT PTY LTD A.C.N** )  
**632 361 641** by its duly constituted attorney )  
~~TRUST~~ **EDWARD AKHURST** pursuant to power of attorney no. )  
.....in the presence of: )



Witness signs here

**TOM FINTAN KEALY**

Name (printed)

**SOLICITOR**



**Individual Buyer Execution**

*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.*

EXECUTED by the Buyer named in the Reference  
Schedule in the presence of:

.....  
Witness signs here

)  
)  
) .....  
) Buyer signs here  
)  
)

.....  
Name (printed)

EXECUTED by the Buyer named in the Reference  
Schedule in the presence of:

.....  
Witness signs here


)  
)  
) .....  
) Buyer signs here  
)  
)

.....  
Name (printed)

**Company Buyer Execution**

*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.*

**EXECUTED** by the Buyer named in the Reference  
Schedule

)   
) .....  
) Director / Sole Director and Secretary

(If the Buyer is a company, the signatories certify that they  
are authorised officers of the Company to sign the  
Contract)

)   
) .....  
) Director/Secretary


**Guarantor/s Execution**

---

SIGNED by the Guarantor named in the Reference  
Schedule in the presence of: \*

  
.....  
Witness signs here

SUZANNE GERARDINE HARRIS  
Name (printed)

  
.....  
Guarantor signs here

SIGNED by the Guarantor named in the Reference  
Schedule in the presence of:

  
.....  
Witness signs here

SUZANNE GERARDINE HARRIS  
Name (printed)

  
.....  
Guarantor signs here