



SUPERFUND - CLIENT ACCOUNTING CHECKLIST

Client Name: Voytas Family Super Fund
 Client Code: VOYT05 Period Ended: 30 June 2023
 Partner/Manager: MH / SA Accountant: Eddy Lee
DUE DATE: 15/05/2024

Description	Reference	N/A	Completed	Reviewed
Points Carried Forward	1	<input type="checkbox"/>	<input type="checkbox"/>	
Check Engagement Letter for Q\$	2	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Financial Statements	3	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Depreciation Schedule	4	<input type="checkbox"/>	<input type="checkbox"/>	
Income Tax Return	5	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Members Annual Statements	6	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Client Management Letter	7	<input type="checkbox"/>	<input type="checkbox"/>	
Section 290-170 Notices	8	<input type="checkbox"/>	<input type="checkbox"/>	
Investment Strategy	9	<input type="checkbox"/>	<input type="checkbox"/>	
Minutes	10	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Trial Balance	11	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Review Points	12	<input type="checkbox"/>	<input type="checkbox"/>	
Query Sheet	13	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Accountant Checklist	14	<input type="checkbox"/>	<input type="checkbox"/>	
TBAR Checklist	15	<input type="checkbox"/>	<input type="checkbox"/>	

Description	Reference	N/A	Completed	Reviewed
Bank Reconciliations	16	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Trust Tax Statements	17	<input type="checkbox"/>	<input type="checkbox"/>	
Dividend Statements	18	<input type="checkbox"/>	<input type="checkbox"/>	
Rental Property Summary	19	<input type="checkbox"/>	<input type="checkbox"/>	
Capital Gains Tax Reports - BGL	20	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
End of Period Closing Figures	21	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GST Reconciliation	22	<input type="checkbox"/>	<input type="checkbox"/>	
Other Source Documents	23	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Reconciliation- BGL	24	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
General Ledger - BGL	25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Create Entries Report - BGL	26	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tax Agent Portal Reports	27	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Market Value of Investments	28	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Actuarial Certificate	29	<input type="checkbox"/>	<input type="checkbox"/>	
Pension Documents	30	<input type="checkbox"/>	<input type="checkbox"/>	
ETP Roll-In Documents	31	<input type="checkbox"/>	<input type="checkbox"/>	
LRBA Documentation	32	<input type="checkbox"/>	<input type="checkbox"/>	
Super Contribution Breakdown Report	33	<input type="checkbox"/>	<input type="checkbox"/>	
Sundry workpaper(s)	34	<input type="checkbox"/>	<input type="checkbox"/>	

Completed By: <u>Eddy Lee</u>	Date: <u>10/01/2024</u>
Reviewed By: <u>Stuart Arthur</u>	Date: <u>10/1/2024</u>

REVIEWED

Financial statements and reports for the year ended
30 June 2023

Voytas Family Superannuation Fund

Voytas Family Superannuation Fund

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Voytas Family Superannuation Fund
Statement of Financial Position

As at 30 June 2023

	Note	2023 \$	2022 \$
Assets			
Investments			
Other Assets	2	25,000.00	0.00
Other Investments	3	0.00	60,351.16
Real Estate Properties (Australian - Non Residential)	4	0.00	250,878.27
Total Investments		<u>25,000.00</u>	<u>311,229.43</u>
Other Assets			
BOQ WebSavings Account 21591632		(0.65)	24,959.35
Cafe Container		0.00	15,000.00
Sundry Debtors		285,177.52	12,744.32
NAB Acc 57-193-4229		8,901.94	0.00
Income Tax Refundable		3,246.00	6,368.00
Total Other Assets		<u>297,324.81</u>	<u>59,071.67</u>
Total Assets		<u>322,324.81</u>	<u>370,301.10</u>
Less:			
Liabilities			
Sundry Creditors		0.00	(158.00)
Total Liabilities		<u>0.00</u>	<u>(158.00)</u>
Net assets available to pay benefits		<u>322,324.81</u>	<u>370,459.10</u>
Represented by:			
Liability for accrued benefits allocated to members' accounts	5, 6		
Voytas, David - Accumulation		213,134.27	244,960.66
Voytas, Donna - Accumulation		109,190.54	125,498.44
Total Liability for accrued benefits allocated to members' accounts		<u>322,324.81</u>	<u>370,459.10</u>

Voytas Family Superannuation Fund

Detailed Statement of Financial Position

As at 30 June 2023

	Note	2023 \$	2022 \$
Assets			
Investments			
Other Assets	2		
Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)		25,000.00	0.00
Other Investments	3		
Development Costs		0.00	60,351.16
Real Estate Properties (Australian - Non Residential)	4		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia		0.00	250,878.27
Total Investments		<u>25,000.00</u>	<u>311,229.43</u>
Other Assets			
Bank Accounts			
BOQ WebSavings Account 21591632		(0.65)	24,959.35
NAB Acc 57-193-4229		8,901.94	0.00
Cafe Container		0.00	15,000.00
Sundry Debtors		285,177.52	12,744.32
Income Tax Refundable		3,246.00	6,368.00
Total Other Assets		<u>297,324.81</u>	<u>59,071.67</u>
Total Assets		<u>322,324.81</u>	<u>370,301.10</u>
Less:			
Liabilities			
Sundry Creditors		0.00	(158.00)
Total Liabilities		<u>0.00</u>	<u>(158.00)</u>
Net assets available to pay benefits		<u>322,324.81</u>	<u>370,459.10</u>
Represented By :			
Liability for accrued benefits allocated to members' accounts	5, 6		
Voytas, David - Accumulation		213,134.27	244,960.66
Voytas, Donna - Accumulation		109,190.54	125,498.44
Total Liability for accrued benefits allocated to members' accounts		<u>322,324.81</u>	<u>370,459.10</u>

Voytas Family Superannuation Fund

Operating Statement

For the year ended 30 June 2023

	Note	2023	2022
		\$	\$
Income			
Investment Income			
Interest Received		189.85	21.38
Total Income		<u>189.85</u>	<u>21.38</u>
Expenses			
Accountancy Fees		5,247.00	0.00
ATO Supervisory Levy		1,036.00	0.00
Auditor's Remuneration		1,155.00	0.00
Bank Charges		5.20	5.85
Interest Paid - ATO General Interest		0.00	750.85
		<u>7,443.20</u>	<u>756.70</u>
Investment Losses			
Changes in Market Values	8	40,880.94	0.00
Total Expenses		<u>48,324.14</u>	<u>756.70</u>
Benefits accrued as a result of operations before income tax			
		<u>(48,134.29)</u>	<u>(735.32)</u>
Income Tax Expense	9	0.00	0.00
Benefits accrued as a result of operations		<u>(48,134.29)</u>	<u>(735.32)</u>

Voytas Family Superannuation Fund

Detailed Operating Statement

For the year ended 30 June 2023

	2023	2022
	\$	\$
Income		
Interest Received		
Australian Taxation Office	184.87	0.00
BOQ WebSavings Account 21591632	4.98	21.38
	<u>189.85</u>	<u>21.38</u>
Total Income	<u>189.85</u>	<u>21.38</u>
Expenses		
Accountancy Fees	5,247.00	0.00
ATO Supervisory Levy	1,036.00	0.00
Auditor's Remuneration	1,155.00	0.00
Bank Charges	5.20	5.85
Interest Paid - ATO General Interest	0.00	750.85
	<u>7,443.20</u>	<u>756.70</u>
Investment Losses		
Realised Movements in Market Value		
Real Estate Properties (Australian - Non Residential)		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	43,845.86	0.00
	<u>43,845.86</u>	<u>0.00</u>
Unrealised Movements in Market Value		
Other Assets		
Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)	(6,480.00)	0.00
	<u>(6,480.00)</u>	<u>0.00</u>
Real Estate Properties (Australian - Non Residential)		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	3,515.08	0.00
	<u>3,515.08</u>	<u>0.00</u>
Changes in Market Values	<u>40,880.94</u>	<u>0.00</u>
Total Expenses	<u>48,324.14</u>	<u>756.70</u>
Benefits accrued as a result of operations before income tax	<u>(48,134.29)</u>	<u>(735.32)</u>
Total Income Tax	<u>0.00</u>	<u>0.00</u>
Benefits accrued as a result of operations	<u>(48,134.29)</u>	<u>(735.32)</u>

Voytas Family Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2023

Note 1: Summary of Significant Accounting Policies

The trustees have prepared the financial statements on the basis that the Superannuation Fund is not a reporting entity because it is not publicly accountable and is not required by law or governing document to prepare financial statements that comply with Australian Accounting Standards. The financial statements are therefore special purpose financial statements that have been prepared in order to meet the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations, the trust deed of the Fund and the needs of members.

The financial statements have been prepared on a cash basis and are based on historical costs, except for investments which have been measured at market value.

The following significant accounting policies, which are consistent with the policies applied in the previous period unless otherwise stated, have been adopted in the preparation of the financial statements.

The financial statements were authorised for issue by the Trustee(s).

a. Measurement of Investments

The Fund initially recognises:

- (i) an investment when it controls the future economic benefits expected to flow from the asset. For financial assets, the trade date is considered to be the date on which control of the future economic benefits attributable to the asset passes to the Fund; and
- (ii) a financial liability on the date it becomes a party to the contractual provisions of the instrument.

Investments of the Fund have been measured at market value, which refers to the amount that a willing buyer could reasonably be expected to pay to acquire an asset from a willing seller if the following assumptions were made:

- that the buyer and the seller deal with each other at arm's length in relation to the sale;
- that the sale occurred after proper marketing of the asset; and
- that the buyer and the seller acted knowledgeably and prudentially in relation to the sale.

Market value has been determined as follows:

- (i) shares and other securities listed on the Australian Securities Exchange by reference to the relevant market quotations at the end of the reporting period;
- (ii) units in managed funds by reference to the unit redemption price at the end of the reporting period;
- (iii) fixed-interest securities by reference to the redemption price at the end of the reporting period;
- (iv) unlisted investments are stated at trustees' assessment based on estimated market value at balance date or where necessary, an external valuer's opinion; and
- (v) investment properties at the trustees' assessment of the market value or where necessary a qualified independent valuer's opinion at the end of reporting period.

b. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and at call, deposits with banks and short-term, highly liquid investments that are readily convertible to cash and subject to an insignificant risk of change in value.

c. Revenue

Interest revenue

Interest revenue is recognised in respect of fixed-interest securities, and cash and cash equivalent balances. Interest revenue is recognised upon receipt.

Dividend revenue

Notes to the Financial Statements

For the year ended 30 June 2023

Dividend revenue is recognised when the dividend has been paid or, in the case of dividend reinvestment schemes, when the dividend is credited to the benefit of the fund.

Rental revenue

Upon entering into each contract as a lessor, the Fund assesses if the lease is a finance or operating lease. All leases have been assessed as operating leases. Rental revenue arising from operating leases on investment properties is recognised on straight-line basis over the term of the specific lease.

Distribution revenue

Distributions from unit trusts and managed funds are recognised as at the date the unit value is quoted ex-distribution and if not received at the end of the reporting period, are reflected in the statement of financial position as a receivable at market value.

Remeasurement changes in market values

Remeasurement changes in the market values of assets are recognised as income and determined as the difference between the market value at year-end or consideration received (if sold during the year) and the market value as at the prior year-end or cost (if acquired during the period).

Contributions

Contributions and transfers in are recognised when the control and the benefits from the revenue have been attained and are recorded by the Fund, gross of any taxes, in the period to which they relate.

d. Liability for Accrued Benefits

The liability for accrued benefits represents the Fund's present obligation to pay benefits to members and beneficiaries, and has been calculated as the difference between the carrying amount of the assets and the carrying amount of the other payables and income tax liabilities as at the end of the reporting period.

e. Trade and Other Payables

Financial liabilities, such as trade creditors and other payables, are measured at the gross value of the outstanding balance at the end of the reporting period. The trustees have determined that the gross value of the Fund's financial liabilities is equivalent to the market value. Any remeasurement changes in the gross value of non-current financial liabilities (including liabilities for members' accrued benefits) are recognised in the operating statement in the periods in which they occur.

f. Critical Accounting Estimates and Judgements

The preparation of financial statements requires the trustees to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets and liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future period affected.

Note 2: Other Assets

	2023 \$	2022 \$
Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)	25,000.00	0.00
	25,000.00	0.00

Note 3: Other Investments

2023	2022
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Notes to the Financial Statements

For the year ended 30 June 2023

	\$	\$
Development Costs	0.00	60,351.16
	0.00	60,351.16

Note 4: Real Estate Properties (Australian - Non Residential)

	2023 \$	2022 \$
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	0.00	250,878.27
	0.00	250,878.27

Note 5: Liability for Accrued Benefits

	2023 \$	2022 \$
Liability for accrued benefits at beginning of year	370,459.10	371,194.42
Benefits accrued as a result of operations	(48,134.29)	(735.32)
Current year member movements	0.00	0.00
Liability for accrued benefits at end of year	322,324.81	370,459.10

Note 6: Vested Benefits

Vested benefits are benefits that are not conditional upon continued membership of the fund (or any factor other than resignation from the plan) and include benefits which members were entitled to receive had they terminated their fund membership as at the end of the reporting period.

	2023 \$	2022 \$
Vested Benefits	322,324.81	370,459.10

Note 7: Guaranteed Benefits

No guarantees have been made in respect of any part of the liability for accrued benefits.

Note 8: Changes in Market Values

Unrealised Movements in Market Value

	2023 \$	2022 \$
Other Assets		
Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)	6,480.00	0.00
	6,480.00	0.00

Voytas Family Superannuation Fund

Notes to the Financial Statements

For the year ended 30 June 2023

Real Estate Properties (Australian - Non Residential)		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	(3,515.08)	0.00
	<hr/>	<hr/>
	(3,515.08)	0.00
	<hr/>	<hr/>
Total Unrealised Movement	2,964.92	0.00
	<hr/>	<hr/>
Realised Movements in Market Value		
	2023	2022
	\$	\$
Real Estate Properties (Australian - Non Residential)		
Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	(43,845.86)	0.00
	<hr/>	<hr/>
	(43,845.86)	0.00
	<hr/>	<hr/>
Total Realised Movement	(43,845.86)	0.00
	<hr/>	<hr/>
Changes in Market Values	(40,880.94)	0.00
	<hr/>	<hr/>
Note 9: Income Tax Expense		
	2023	2022
	\$	\$
The components of tax expense comprise		
The prima facie tax on benefits accrued before income tax is reconciled to the income tax as follows:		
Prima facie tax payable on benefits accrued before income tax at 15%	(7,220.14)	(110.30)
Less:		
Tax effect of:		
Increase in MV of Investments	444.74	0.00
Realised Accounting Capital Gains	(6,576.88)	0.00
Add:		
Tax effect of:		
Tax Losses	1,088.10	110.10
Rounding	(0.10)	0.20
Less credits:		
	<hr/>	<hr/>
Current Tax or Refund	0.00	0.00
	<hr/>	<hr/>

Voytas Family Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	(48,134.29)
Less	
Increase in MV of investments	2,964.92
Realised Accounting Capital Gains	(43,845.86)
	<u>(40,880.94)</u>
SMSF Annual Return Rounding	(0.65)
	<u>(7,254.00)</u>
Taxable Income or Loss	(7,254.00)
Income Tax on Taxable Income or Loss	0.00
	<u>0.00</u>
CURRENT TAX OR REFUND	0.00
Supervisory Levy	259.00
Income Tax Instalments Raised	(3,246.00)
	<u>(2,987.00)</u>
AMOUNT DUE OR REFUNDABLE	(2,987.00)

Voytas Family Superannuation Fund

Trustees Declaration

The trustees have determined that the Fund is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies described in Note 1 to the financial statements.

The trustees declare that:

- (i) the financial statements and notes to the financial statements for the year ended 30 June 2023 present fairly, in all material respects, the financial position of the Superannuation Fund at 30 June 2023 and the results of its operations for the year ended on that date in accordance with the accounting policies described in Note 1 to the financial statements;
- (ii) the financial statements and notes to the financial statements have been prepared in accordance with the requirements of the trust deed; and
- (iii) the operation of the superannuation fund has been carried out in accordance with its trust deed and in compliance with the requirements of the Superannuation Industry (Supervision) Act 1993 and associated Regulations during the year ended 30 June 2023.

Signed in accordance with a resolution of the trustees by:

.....
David Voytas

Trustee

.....
Donna Voytas

Trustee

Dated this day of

Voytas Family Superannuation Fund

Investment Summary with Market Movement

As at 30 June 2023

Investment	Units	Market Price	Market Value	Average Cost	Accounting Cost	Unrealised		Realised Movement
						Overall	Current Year	
Cash/Bank Accounts								
BOQ WebSavings Account 21591632		(0.650000)	(0.65)	(0.65)	(0.65)			
NAB Acc 57-193-4229		8,901.940000	8,901.94	8,901.94	8,901.94			
			8,901.29		8,901.29			
Other Assets								
CafeContainer Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)	1.00	25,000.000000	25,000.00	18,520.00	18,520.00	6,480.00	6,480.00	0.00
			25,000.00		18,520.00	6,480.00	6,480.00	0.00
Real Estate Properties (Australian - Non Residential)								
LOT21FEAT HER Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	0.00	250,878.270000	0.00	0.00	0.00	0.00	(3,515.08)	(43,845.86)
			0.00		0.00	0.00	(3,515.08)	(43,845.86)
			33,901.29		27,421.29	6,480.00	2,964.92	(43,845.86)

Self-managed superannuation fund annual return **2023**

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2023* (NAT 71287).

- ! The *Self-managed superannuation fund annual return instructions 2023* (NAT 71606) (the instructions) can assist you to complete this annual return.
- The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place in ALL applicable boxes.

Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

For example;

Australian Taxation Office
GPO Box 9845
SYDNEY NSW 2001

Section A: Fund information

1 **Tax file number (TFN)**

▶ To assist processing, write the fund's TFN at the top of pages 3, 5, 7, 9 and 11.

- ! The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 **Name of self-managed superannuation fund (SMSF)**

Voytas Family Superannuation Fund

3 **Australian business number (ABN)** (if applicable)

4 **Current postal address**

3 Dammerel Crescent

Suburb/town

State/territory

Postcode

5 **Annual return status**

Is this an amendment to the SMSF's 2023 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

Tax File Number

6 SMSF auditor

Auditor's name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Postal address

Suburb/town

State/territory

Postcode

Date audit was completed **A** / /

Was Part A of the audit report qualified? **B** No Yes

Was Part B of the audit report qualified? **C** No Yes

If Part B of the audit report was qualified, have the reported issues been rectified? **D** No Yes

7 Electronic funds transfer (EFT)

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number Fund account number

Fund account name

I would like my tax refunds made to this account. Go to C.

B Financial institution account details for tax refunds

This account is used for tax refunds. You can provide a tax agent account here.

BSB number Account number

Account name

C Electronic service address alias

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

Tax File Number

8 Status of SMSF Australian superannuation fund **A** No Yes Fund benefit structure **B** **A** Code
Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

No Yes If yes, provide the date on which the fund was wound up Day / Month / Year Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

No Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2023*.

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$

Gross rent and other leasing and hiring income **B** \$

Gross interest **C** \$

Forestry managed investment scheme income **X** \$

Gross foreign income	D1 \$ <input type="text"/>	Net foreign income	D \$ <input type="text"/>	Loss <input type="checkbox"/>
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Australian franking credits from a New Zealand company **E** \$

Transfers from foreign funds **F** \$ Number

Gross payments where ABN not quoted **H** \$

Calculation of assessable contributions

Assessable employer contributions

R1 \$

plus Assessable personal contributions

R2 \$

plus ****No-TFN-quoted contributions**

R3 \$ (an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6 \$

Gross distribution from partnerships **I** \$ Loss

*Unfranked dividend amount **J** \$

*Franked dividend amount **K** \$

*Dividend franking credit **L** \$

*Gross trust distributions **M** \$ Code

Assessable contributions **R** \$ (R1 plus R2 plus R3 less R6)

Calculation of non-arm's length income

*Net non-arm's length private company dividends

U1 \$

plus *Net non-arm's length trust distributions

U2 \$

plus *Net other non-arm's length income

U3 \$

*Other income **S** \$ Code

*Assessable income due to changed tax status of fund **T** \$

Net non-arm's length income **U** \$ (subject to 45% tax rate) (U1 plus U2 plus U3)

#This is a mandatory label.

*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

GROSS INCOME **W** \$ Loss (Sum of labels A to U)

Exempt current pension income **Y** \$

TOTAL ASSESSABLE INCOME (W less Y) **V** \$ Loss

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

DEDUCTIONS		NON-DEDUCTIBLE EXPENSES	
Interest expenses within Australia	A1 \$ <input type="text"/>	A2 \$ <input type="text"/>	
Interest expenses overseas	B1 \$ <input type="text"/>	B2 \$ <input type="text"/>	
Capital works expenditure	D1 \$ <input type="text"/>	D2 \$ <input type="text"/>	
Decline in value of depreciating assets	E1 \$ <input type="text"/>	E2 \$ <input type="text"/>	
Insurance premiums – members	F1 \$ <input type="text"/>	F2 \$ <input type="text"/>	
SMSF auditor fee	H1 \$ <input type="text" value="1,155"/> ✓	H2 \$ <input type="text"/>	
Investment expenses	I1 \$ <input type="text"/>	I2 \$ <input type="text"/>	
Management and administration expenses	J1 \$ <input type="text" value="6,288"/> ✓	J2 \$ <input type="text"/>	
Forestry managed investment scheme expense	U1 \$ <input type="text"/>	U2 \$ <input type="text"/>	
Other amounts	L1 \$ <input type="text"/> Code <input type="text"/>	L2 \$ <input type="text"/> Code <input type="text"/>	
Tax losses deducted	M1 \$ <input type="text"/>		

TOTAL DEDUCTIONS
N \$
 (Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$
 (Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS Loss
O \$
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$
 (N plus Y)

#This is a mandatory label.



Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2023* on how to complete the calculation statement.

#Taxable income	A	\$	<input style="width: 95%;" type="text" value="0"/>
<small>(an amount must be included even if it is zero)</small>			
#Tax on taxable income	T1	\$	<input style="width: 95%;" type="text" value="0.00"/>
<small>(an amount must be included even if it is zero)</small>			
#Tax on no-TFN-quoted contributions	J	\$	<input style="width: 95%;" type="text" value="0.00"/>
<small>(an amount must be included even if it is zero)</small>			
Gross tax	B	\$	<input style="width: 95%;" type="text" value="0.00"/>
<small>(T1 plus J)</small>			

Foreign income tax offset	C1	\$	<input style="width: 95%;" type="text"/>
Rebates and tax offsets	C2	\$	<input style="width: 95%;" type="text"/>
Non-refundable non-carry forward tax offsets			
			C \$ <input style="width: 95%;" type="text"/>
<small>(C1 plus C2)</small>			

SUBTOTAL 1

T2 \$

(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1	\$	<input style="width: 95%;" type="text" value="0.00"/>
Early stage venture capital limited partnership tax offset carried forward from previous year	D2	\$	<input style="width: 95%;" type="text" value="0.00"/>
Early stage investor tax offset	D3	\$	<input style="width: 95%;" type="text" value="0.00"/>
Early stage investor tax offset carried forward from previous year	D4	\$	<input style="width: 95%;" type="text" value="0.00"/>
Non-refundable carry forward tax offsets			
			D \$ <input style="width: 95%;" type="text" value="0.00"/>
<small>(D1 plus D2 plus D3 plus D4)</small>			
SUBTOTAL 2			
			T3 \$ <input style="width: 95%;" type="text" value="0.00"/>
<small>(T2 less D – cannot be less than zero)</small>			

Complying fund's franking credits tax offset	E1	\$	<input style="width: 95%;" type="text"/>
No-TFN tax offset	E2	\$	<input style="width: 95%;" type="text"/>
National rental affordability scheme tax offset	E3	\$	<input style="width: 95%;" type="text"/>
Exploration credit tax offset	E4	\$	<input style="width: 95%;" type="text" value="0.00"/>
Refundable tax offsets			
			E \$ <input style="width: 95%;" type="text"/>
<small>(E1 plus E2 plus E3 plus E4)</small>			

#TAX PAYABLE T5 \$

(T3 less E – cannot be less than zero)

Section 102AAM interest charge

G \$

H2	Credit for tax withheld – foreign resident withholding (excluding capital gains)	<input type="text"/>
H3	Credit for tax withheld – where ABN or TFN not quoted (non-individual)	<input type="text"/>
H5	Credit for TFN amounts withheld from payments from closely held trusts	<input type="text" value="0.00"/>
H6	Credit for interest on no-TFN tax offset	<input type="text"/>
H8	Credit for foreign resident capital gains withholding amounts	<input type="text" value="0.00"/>
Eligible credits		H <input type="text"/>
		<i>(H2 plus H3 plus H5 plus H6 plus H8)</i>

#Tax offset refunds (Remainder of refundable tax offsets)	I <input type="text" value="0.00"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

PAYG instalments raised **K**

Supervisory levy **L**

Supervisory levy adjustment for wound up funds **M**

Supervisory levy adjustment for new funds **N**

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S <input type="text" value="-2,987.00"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2023*.

Tax losses carried forward to later income years	U <input type="text" value="11,982"/>
Net capital losses carried forward to later income years	V <input type="text" value="43,845"/>

Section F: **Member information**

MEMBER 1

Title: Mr Mrs Miss Ms Other

Family name **Voytas**

First given name **David** Other given names

Member's TFN **Provided** Date of birth **Provided**

Contributions **OPENING ACCOUNT BALANCE \$ 244,960.66**

Refer to instructions for completing these labels.

Employer contributions **A \$**

ABN of principal employer **A1**

Personal contributions **B \$**

CGT small business retirement exemption **C \$**

CGT small business 15-year exemption amount **D \$**

Personal injury election **E \$**

Spouse and child contributions **F \$**

Other third party contributions **G \$**

Proceeds from primary residence disposal **H \$**

Receipt date **H1** Day / Month / Year

Assessable foreign superannuation fund amount **I \$**

Non-assessable foreign superannuation fund amount **J \$**

Transfer from reserve: assessable amount **K \$**

Transfer from reserve: non-assessable amount **L \$**

Contributions from non-complying funds and previously non-complying funds **T \$**

Any other contributions (including Super Co-contributions and Low Income Super Amounts) **M \$**

TOTAL CONTRIBUTIONS N \$ (Sum of labels **A** to **M**)

Other transactions

Accumulation phase account balance **S1 \$ 213,134.27**

Retirement phase account balance - Non CDBIS **S2 \$ 0.00**

Retirement phase account balance - CDBIS **S3 \$ 0.00**

0 TRIS Count

CLOSING ACCOUNT BALANCE S \$ 213,134.27 (S1 plus S2 plus S3)

Allocated earnings or losses **O \$ 31,826.39**

Loss **L**

Inward rollovers and transfers **P \$**

Outward rollovers and transfers **Q \$**

Lump Sum payments **R1 \$**

Code

Income stream payments **R2 \$**

Code

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**

Tax File Number

MEMBER 2

Title: Mr Mrs Miss Ms Other

Family name

First given name Other given names

Member's TFN Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions
A \$

ABN of principal employer
A1

Personal contributions
B \$

CGT small business retirement exemption
C \$

CGT small business 15-year exemption amount
D \$

Personal injury election
E \$

Spouse and child contributions
F \$

Other third party contributions
G \$

Proceeds from primary residence disposal
H \$

H1 Receipt date / /

Assessable foreign superannuation fund amount
I \$

Non-assessable foreign superannuation fund amount
J \$

Transfer from reserve: assessable amount
K \$

Transfer from reserve: non-assessable amount
L \$

Contributions from non-complying funds and previously non-complying funds
T \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)
M \$

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Accumulation phase account balance
S1 \$
Retirement phase account balance - Non CDBIS
S2 \$
Retirement phase account balance - CDBIS
S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$
(**S1 plus S2 plus S3**)

Allocated earnings or losses
O \$

Inward rollovers and transfers
P \$

Outward rollovers and transfers
Q \$

Lump Sum payments
R1 \$

Income stream payments
R2 \$

Loss

Code

Code

Accumulation phase value **X1 \$**

Retirement phase value **X2 \$**

Outstanding limited recourse borrowing arrangement amount **Y \$**

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$

Unlisted trusts **B** \$

Insurance policy **C** \$

Other managed investments **D** \$

15b Australian direct investments

Cash and term deposits **E** \$ ✓

Limited recourse borrowing arrangements

Australian residential real property
J1 \$

Australian non-residential real property
J2 \$

Overseas real property
J3 \$

Australian shares
J4 \$

Overseas shares
J5 \$

Other
J6 \$

Property count
J7

Debt securities **F** \$

Loans **G** \$

Listed shares **H** \$

Unlisted shares **I** \$

Limited recourse borrowing arrangements **J** \$

Non-residential real property **K** \$

Residential real property **L** \$

Collectables and personal use assets **M** \$

Other assets **O** \$ ✓

15c Other investments

Crypto-Currency **N** \$

15d Overseas direct investments

Overseas shares **P** \$

Overseas non-residential real property **Q** \$

Overseas residential real property **R** \$

Overseas managed investments **S** \$

Other overseas assets **T** \$

TOTAL AUSTRALIAN AND OVERSEAS ASSETS
(Sum of labels **A** to **T**)

U \$

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year? **A** No Yes \$

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No Yes

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$	<input type="text"/>
Permissible temporary borrowings	V2 \$	<input type="text"/>
Other borrowings	V3 \$	<input type="text"/>
Borrowings		V \$ <input type="text"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W \$ <input type="text" value="322,324"/>
Reserve accounts		X \$ <input type="text"/>
Other liabilities		Y \$ <input type="text"/>
TOTAL LIABILITIES		Z \$ <input type="text" value="322,324"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2022–23 income year, write 2023). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2023*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2023* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2023*. **D**

Section K: Declarations

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to ato.gov.au/privacy

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date / /

Preferred trustee or director contact details:

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2023* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date / /

Tax agent's contact details

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Capital gains tax (CGT) schedule

2023

When completing this form

- Print clearly, using a black or dark blue pen only.
 - Use BLOCK LETTERS and print one character in each box.
- | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|
| S | M | I | T | H | S | T | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|
- Do not use correction fluid or covering stickers.
 - Sign next to any corrections with your **full signature** (not initials).

- Use in conjunction with company, trust, fund income tax return or the self-managed superannuation fund annual return.
- Refer to the *Guide to capital gains tax 2023* available on our website at ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

! We are authorised by law to request your TFN. You do not have to quote your TFN. However, if you don't it could increase the chance of delay or error in processing your form.

Australian business number (ABN)

Taxpayer's name

Voytas Family Superannuation Fund

1 Current year capital gains and capital losses

	Capital gain	Capital loss
Shares in companies listed on an Australian securities exchange	A \$ <input type="text"/>	K \$ <input type="text"/>
Other shares	B \$ <input type="text"/>	L \$ <input type="text"/>
Units in unit trusts listed on an Australian securities exchange	C \$ <input type="text"/>	M \$ <input type="text"/>
Other units	D \$ <input type="text"/>	N \$ <input type="text"/>
Real estate situated in Australia	E \$ <input type="text"/>	O \$ <input type="text" value="43,845"/>
Other real estate	F \$ <input type="text"/>	P \$ <input type="text"/>
Amount of capital gains from a trust (including a managed fund)	G \$ <input type="text"/>	
Collectables	H \$ <input type="text"/>	Q \$ <input type="text"/>
Other CGT assets and any other CGT events	I \$ <input type="text"/>	R \$ <input type="text"/>
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$ <input type="text" value="0"/>	
Total current year capital gains	J \$ <input type="text"/>	

Add the amounts at labels **K** to **R** and write the total in item 2 label **A – Total current year capital losses**.

Tax File Number **2 Capital losses**Total current year capital losses **A \$** Total current year capital losses applied **B \$** Total prior year net capital losses applied **C \$** Total capital losses transferred in applied
(only for transfers involving a foreign bank branch or
permanent establishment of a foreign financial entity) **D \$** Total capital losses applied **E \$** Add amounts at **B**, **C** and **D**.**3 Unapplied net capital losses carried forward**Net capital losses from collectables carried forward to later income years **A \$** Other net capital losses carried forward to later income years **B \$** Add amounts at **A** and **B** and transfer the total
to label **V – Net capital losses carried forward**
to later income years on your tax return.**4 CGT discount**Total CGT discount applied **A \$** **5 CGT concessions for small business**Small business active asset reduction **A \$** Small business retirement exemption **B \$** Small business rollover **C \$** Total small business concessions applied **D \$** **6 Net capital gain**Net capital gain **A \$** **1J less 2E less 4A less 5D** (cannot be less than
zero). Transfer the amount at **A** to label **A – Net**
capital gain on your tax return.

Tax File Number

Provided

7 Earnout arrangements

Are you a party to an earnout arrangement? **A** Yes, as a buyer Yes, as a seller No
 (Print in the appropriate box.)

! If you are a party to more than one earnout arrangement, copy and attach a separate sheet to this schedule providing the details requested here for each additional earnout arrangement.

How many years does the earnout arrangement run for? **B**

What year of that arrangement are you in? **C**

If you are the seller, what is the total estimated capital proceeds from the earnout arrangement? **D** \$

Amount of any capital gain or loss you made under your non-qualifying arrangement in the income year. **E** \$ / ^{LOSS}

! Request for amendment

If you received or provided a financial benefit under a look-through earnout right created in an earlier income year and you wish to seek an amendment to that earlier income year, complete the following:

Income year earnout right created **F**

Amended net capital gain or capital losses carried forward **G** \$ / ^{LOSS}

8 Other CGT information required (if applicable)

Small business 15 year exemption – exempt capital gains **A** \$ / ^{CODE}

Capital gains disregarded by a foreign resident **B** \$

Capital gains disregarded as a result of a scrip for scrip rollover **C** \$

Capital gains disregarded as a result of an inter-company asset rollover **D** \$

Capital gains disregarded by a demerging entity **E** \$

Tax File Number

Taxpayer's declaration

! If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

I declare that the information on this form is true and correct.

Signature

Date

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact name

David Voytas

Daytime contact number (include area code)

0433 519 541

Losses schedule

2023

Companies and trusts that do not join consolidated groups should complete and attach this schedule to their 2023 tax return. Superannuation funds should complete and attach this schedule to their 2023 tax return.

Print neatly in BLOCK LETTERS with a black or blue ballpoint pen only. Print one letter or number in each box. Do not use correction fluid or tape.

Place in all applicable boxes.

Refer to *Losses schedule instructions 2023*, available on our website ato.gov.au for instructions on how to complete this schedule.

Tax file number (TFN)

Provided

Name of entity

Voytas Family Superannuation Fund

Australian business number

35733811226

Part A – Losses carried forward to the 2023–24 income year – excludes film losses

1 Tax losses carried forward to later income years

Year of loss		
2022–23	B	7,254
2021–22	C	734
2020–21	D	
2019–20	E	3,707
2018–19	F	287
2017–18 and earlier income years	G	
Total	U	11,982

Transfer the amount at **U** to the **Tax losses carried forward to later income years** label on your tax return.

2 Net capital losses carried forward to later income years

Year of loss		
2022–23	H	43,845
2021–22	I	
2020–21	J	
2019–20	K	
2018–19	L	
2017–18 and earlier income years	M	
Total	V	43,845

Transfer the amount at **V** to the **Net capital losses carried forward to later income years** label on your tax return.

Tax File Number **Part B – Ownership and business continuity test** – company and listed widely held trust only

Complete item 3 of **Part B** if a loss is being carried forward to later income years and the business continuity test has to be satisfied in relation to that loss.

Do not complete items 1 or 2 of **Part B** if, in the 2022–23 income year, no loss has been claimed as a deduction, applied against a net capital gain or, in the case of companies, losses have not been transferred in or out.

1 Whether continuity of majority ownership test passed

Note: If the entity has deducted, applied, transferred in or transferred out (as applicable) in the 2022–23 income year a loss incurred in any of the listed years, print **X** in the **Yes** or **No** box to indicate whether the entity has satisfied the continuity of majority ownership test in respect of that loss.

Year of loss		Yes	No
2022–23	A	<input type="checkbox"/>	<input type="checkbox"/>
2021–22	B	<input type="checkbox"/>	<input type="checkbox"/>
2020–21	C	<input type="checkbox"/>	<input type="checkbox"/>
2019–20	D	<input type="checkbox"/>	<input type="checkbox"/>
2018–19	E	<input type="checkbox"/>	<input type="checkbox"/>
2017–18 and earlier income years	F	<input type="checkbox"/>	<input type="checkbox"/>

2 Amount of losses deducted/applied for which the continuity of majority ownership test is not passed but the business continuity test is satisfied – excludes film lossesTax losses **G** Net capital losses **H** **3 Losses carried forward for which the business continuity test must be satisfied before they can be deducted/applied in later years** – excludes film lossesTax losses **I** Net capital losses **J** **4 Do current year loss provisions apply?**

Is the company required to calculate its taxable income or tax loss for the year under Subdivision 165-B or its net capital gain or net capital loss for the year under Subdivision 165-CB of the *Income Tax Assessment Act 1997* (ITAA 1997)?

K Yes No **Part C – Unrealised losses** – company only

Note: These questions relate to the operation of Subdivision 165-CC of ITAA 1997.

Has a changeover time occurred in relation to the company after 1.00pm by legal time in the Australian Capital Territory on 11 November 1999?

L Yes No

If you printed **X** in the **No** box at **L**, do not complete **M**, **N** or **O**.

At the changeover time did the company satisfy the maximum net asset value test under section 152-15 of ITAA 1997?

M Yes No

If you printed **X** in the **No** box at **M**, has the company determined it had an unrealised net loss at the changeover time?

N Yes No

If you printed **X** in the **Yes** box at **N**, what was the amount of unrealised net loss calculated under section 165-115E of ITAA 1997?

O

Tax File Number **Part D – Life insurance companies**Complying superannuation class tax losses carried forward to later income years **P** Complying superannuation net capital losses carried forward to later income years **Q** **Part E – Controlled foreign company losses**Current year CFC losses **M** CFC losses deducted **N** CFC losses carried forward **O** **Part F – Tax losses reconciliation statement**Balance of tax losses brought forward from the prior income year **A** **ADD** Uplift of tax losses of designated infrastructure project entities **B** **SUBTRACT** Net forgiven amount of debt **C** **ADD** Tax loss incurred (if any) during current year **D** **ADD** Tax loss amount from conversion of excess franking offsets **E** **SUBTRACT** Net exempt income **F** **SUBTRACT** Tax losses forgone **G** **SUBTRACT** Tax losses deducted **H** **SUBTRACT** Tax losses transferred out under Subdivision 170-A
(only for transfers involving a foreign bank branch or a PE of a foreign financial entity) **I** Total tax losses carried forward to later income years **J** 

Tax File Number

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

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Privacy

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Taxpayer's declaration

I declare that the information on this form is true and correct.

Signature

Date / /

Contact person

Daytime contact number (include area code)

Voytas Family Superannuation Fund

Members Statement

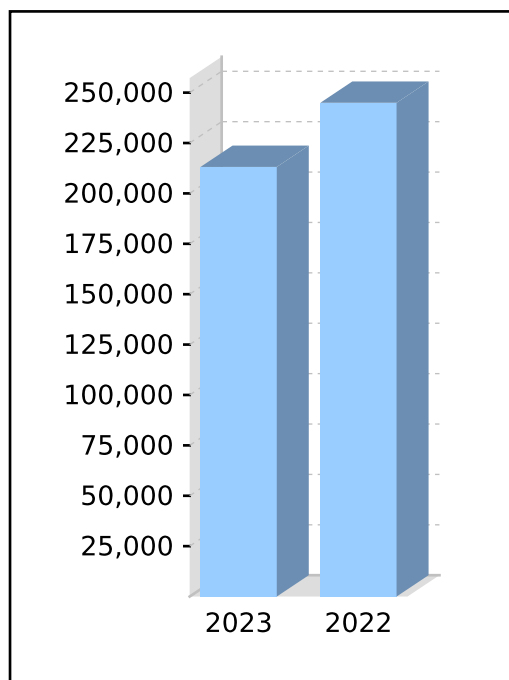
David Voytas
 3 Dammeral Crescent
 Emerald Beach, New South Wales, 2456, Australia

Your Details

Date of Birth :	14/11/1976	Nominated Beneficiaries:	N/A
Age:	46	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	213,134.27
Date Joined Fund:	01/07/2017	Total Death Benefit:	213,134.27
Service Period Start Date:	01/03/2011		
Date Left Fund:			
Member Code:	VOYDAV00002A		
Account Start Date:	01/07/2017		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	213,134.27
<u>Preservation Components</u>	
Preserved	213,134.27
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	142,935.08
Taxable	70,199.19



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	244,960.66	245,446.85
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	(31,826.39)	(486.19)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	213,134.27	244,960.66



Voytas Family Superannuation Fund
Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

David Voytas
Trustee

Donna Voytas
Trustee

Voytas Family Superannuation Fund

Members Statement

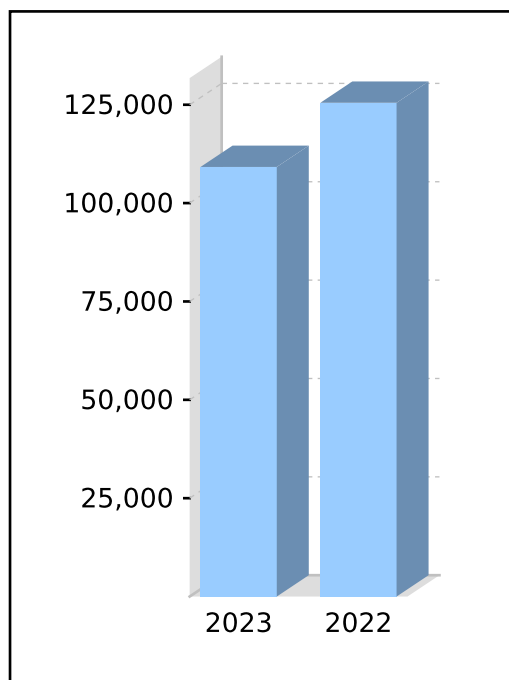
Donna Voytas
 3 Dammeral Crescent
 Emerald Beach, New South Wales, 2456, Australia

Your Details

Date of Birth :	19/12/1977	Nominated Beneficiaries:	N/A
Age:	45	Nomination Type:	N/A
Tax File Number:	Provided	Vested Benefits:	109,190.54
Date Joined Fund:	01/07/2017	Total Death Benefit:	109,190.54
Service Period Start Date:	01/03/2011		
Date Left Fund:			
Member Code:	VOYDON00003A		
Account Start Date:	01/07/2017		
Account Phase:	Accumulation Phase		
Account Description:	Accumulation		

Your Balance

Total Benefits	109,190.54
<u>Preservation Components</u>	
Preserved	109,190.54
Unrestricted Non Preserved	
Restricted Non Preserved	
<u>Tax Components</u>	
Tax Free	95,872.79
Taxable	13,317.75



Your Detailed Account Summary

	This Year	Last Year
Opening balance at 01/07/2022	125,498.44	125,747.57
<u>Increases to Member account during the period</u>		
Employer Contributions		
Personal Contributions (Concessional)		
Personal Contributions (Non Concessional)		
Government Co-Contributions		
Other Contributions		
Proceeds of Insurance Policies		
Transfers In		
Net Earnings	(16,307.90)	(249.13)
Internal Transfer In		
<u>Decreases to Member account during the period</u>		
Pensions Paid		
Contributions Tax		
Income Tax		
No TFN Excess Contributions Tax		
Excess Contributions Tax		
Refund Excess Contributions		
Division 293 Tax		
Insurance Policy Premiums Paid		
Management Fees		
Member Expenses		
Benefits Paid/Transfers Out		
Superannuation Surcharge Tax		
Internal Transfer Out		
Closing balance at 30/06/2023	109,190.54	125,498.44

Voytas Family Superannuation Fund
Members Statement

Trustee's Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. Every effort has been made by the Trustee to ensure the accuracy and completeness of this Statement. The Trustee does not accept any liability for any error, omission or misprint. All amounts shown in relation to benefits do not take into account any amounts which may be withheld to satisfy the requirements imposed by the Income Tax Assessment Act 1936.

Signed by all the trustees of the fund

David Voytas
Trustee

Donna Voytas
Trustee

Memorandum of Resolutions of

David Voytas and Donna Voytas
ATF Voytas Family Superannuation Fund

FINANCIAL STATEMENTS OF SUPERANNUATION FUND:

It was resolved that the financial statements would be prepared as special purpose financial statements as, in the opinion of the trustee(s), the Superannuation Fund is not a reporting entity and therefore is not required to comply with all Australian Accounting Standards.

It was further resolved that the financial statements and notes to the financial statements of the Superannuation Fund in respect of the year ended 30 June 2023 thereon be adopted.

TRUSTEE'S DECLARATION:

It was resolved that the trustee's declaration of the Superannuation Fund be signed.

ANNUAL RETURN:

Being satisfied that the Fund had complied with the requirements of the Superannuation Industry (Supervision) Act 1993 (SISA) and Regulations during the year ended 30 June 2023, it was resolved that the annual return be approved, signed and lodged with the Australian Taxation Office.

INVESTMENT STRATEGY:

The allocation of the Fund's assets and the Fund's investment performance over the financial year were reviewed and found to be within the acceptable ranges outlined in the investment strategy. After considering the risk, rate of return, diversification and liquidity of the investments and the ability of the Fund to discharge its existing liabilities, it was resolved that the investment strategy continues to reflect the purposes and circumstances of the Fund and its members. Accordingly, no changes in the investment strategy were required.

INSURANCE COVER:

The trustee(s) reviewed the current life and total and permanent disability insurance coverage on offer to the members and resolved that the current insurance arrangements were appropriate for the Fund.

ALLOCATION OF INCOME:

It was resolved that the income of the Fund would be allocated to the members based on their average daily balance (an alternative allocation basis may be percentage of opening balance).

INVESTMENT ACQUISITIONS:

It was resolved to ratify the investment acquisitions throughout the financial year ended 30 June 2023.

INVESTMENT DISPOSALS:

It was resolved to ratify the investment disposals throughout the financial year ended 30 June 2023.

AUDITORS:

It was resolved that

Kym Nitschke

of

PO Box 3376, Rundle Mall, South Australia 5000

act as auditors of the Fund for the next financial year.

TAX AGENTS:

It was resolved that

Mark G W Herron

act as tax agents of the Fund for the next financial year.

TRUSTEE STATUS:

Each of the trustee(s) confirmed that they are qualified to act as trustee(s) of the Fund and that they are not disqualified persons as defined by s 120 of the SISA.

CONTRIBUTIONS RECEIVED:

It was resolved that the contributions during the year be allocated to members

Memorandum of Resolutions of

David Voytas and Donna Voytas
ATF Voytas Family Superannuation Fund

on the basis of the schedule provided by the principal Fund employer.

CLOSURE:

Signed as a true record –

.....
David Voytas
/ /

.....
Donna Voytas
/ /

Voytas Family Superannuation Fund

Trial Balance

As at 30 June 2023

Last Year	Code	Account Name	Units	Debits	Credits
				\$	\$
0.00	24700	Changes in Market Values of Investments		40,880.94	
	25000	Interest Received			
	25000/ATO22	Australian Taxation Office			184.87
(21.38)	25000/BQL215916321	BOQ WebSavings Account 21591632			4.98
	30100	Accountancy Fees		5,247.00	
	30400	ATO Supervisory Levy		1,036.00	
	30700	Auditor's Remuneration		1,155.00	
5.85	31500	Bank Charges		5.20	
750.85	37700	Interest Paid - ATO General Interest			
(735.32)	49000	Profit/Loss Allocation Account			48,134.29
	50010	Opening Balance			
(245,446.85)	50010/VOYDAV00002A	(Opening Balance) Voytas, David - Accumulation			244,960.66
(125,747.57)	50010/VOYDON00003A	(Opening Balance) Voytas, Donna - Accumulation			125,498.44
	53100	Share of Profit/(Loss)			
486.19	53100/VOYDAV00002A	(Share of Profit/(Loss)) Voytas, David - Accumulation		31,826.39	
249.13	53100/VOYDON00003A	(Share of Profit/(Loss)) Voytas, Donna - Accumulation		16,307.90	
	60400	Bank Accounts			
24,959.35	60400/BQL215916321	BOQ WebSavings Account 21591632			0.65
	60400/NAB571934229	NAB Acc 57-193-4229		8,901.94	
15,000.00	65500	Cafe Container			0.00
12,744.32	68000	Sundry Debtors		285,177.52	
	76000	Other Assets			
	76000/CafeContainer	Cafe Container (located 20A-20C Featherstone Dr, WOOLGOOLGA NSW 2456)	1.0000	25,000.00	
	76100	Other Investments			
60,351.16	76100/LOT21FEATHER1	Development Costs			0.00
	77250	Real Estate Properties (Australian - Non Residential)			
250,878.27	77250/LOT21FEATHER	Lot 21 Featherstone Drive, Woolgoolga NSW, Australia	0.0000		0.00
6,368.00	85000	Income Tax Payable/Refundable		3,246.00	
158.00	88000	Sundry Creditors			0.00
				418,783.89	418,783.89

Current Year Profit/(Loss): (48,134.29)

Eddy Lee

From: Donna Voytas <donna.voytas@hotmail.com>
Sent: 19 October 2023 3:54 PM
To: Eddy Lee
Subject: Re: VOYTAS FAMILY SUPER FUND - 2023 Tax Queries

Categories: Stored in CDM

Hey there Eddy,
Please see below details as requested , I will forward the BOQ statement in a separate email.

Cheers
Donna

From: Eddy Lee <eddy@herronaccountants.com.au>
Sent: Wednesday, 6 September 2023 3:50 PM
To: 'donna.voytas@hotmail.com' <donna.voytas@hotmail.com>
Cc: 'david@dataology.com.au' <david@dataology.com.au>
Subject: VOYTAS FAMILY SUPER FUND - 2023 Tax Queries

Hi David and Donna,

My name is Eddy and letting you know that I will be taking over Amy's work for your Superannuation Fund while she's on maternity leave.

RE: VOYTAS FAMILY SUPER FUND

We are currently working on 2023 tax work for the abovementioned entities and in order to wrap it up could you please assist with the following queries?

1. Please advise what the following expenses were for: (from BOQ Acc)

Date	Amount	Memo
04/08/2022	\$1,958	To Andrew Morris? <i>Please provide a copy of the tax invoice - sending</i>
09/08/2022	\$5,522	To Anthony Hulbert? <i>Please provide a copy of the tax invoice - sending</i>
11/10/2022	\$1,420	To Sam Carney? <i>Please provide a copy of the tax invoice - sending</i>
18/10/2022	\$935	To Coffs Coast Valuations <i>Please provide a copy of the tax invoice (and valuation for auditor) - sending</i>

2. It looks like the Fund has opened a new bank account (i.e NAB 571934229) during the 2023 FY, please provide ***copies of the NAB bank statement from the opening date to 30/06/2023. - attached***

3. Please ***provide copies of the Rates Notice*** (City of Coffs Harbour) for Lot 21 Featherstone Dr Woolgoolga. (i.e. issued in 2023 FY and paid by the fund) ***will send***

4. BOQ Websavings Acc 21591632: We note that the BOQ Acc balance as at 30/06/2023 was **'negative' \$0.65**. This means the fund may be in breach of section 67 of the Superannuation Industry Act 1993. Please make sure you transfer the sufficient amount back to the BOQ account to avoid a 'negative' balance as soon as possible if the account is still overdrawn. Please provide a copy of the bank transaction list that shows the current bank balance for the SMSF auditor to confirm this has been rectified. **Will also forward now and have rectified the \$1.00**

5. Container: We note that the Fund purchased a 'Shipping Container' for \$15,000 on 02/10/2018. Please **confirm the fund was still holding the container** as at 30/06/2023 and also **advise where it was located** during the 2023 FY for auditors reference. **Yes the fund still does own the container and its located 20A-20C Featherstone Drive, Woolgoolga. NSW. 2456**

6. Sale of Lot 21 Featherstone Dr Woolgoolga: We have received a copy of the 'Proposed' sale contract from MBT Lawyers (see attached) which does not have a contract date. Please provide **copies of the final 'signed' sale contract**, for audit purposes. (Alternatively, please let me know if you want me to contact MBT Lawyers directly). **Have contacted them awaiting a copy of the signed contract of sale**

We are keen to complete the fund's 2023 tax work (**due 31/10/2023 to avoid being removed for contributions and needs sending to audit also**) before the end of next week so it would be greatly appreciated if you could reply to my email ASAP.

Please let me know if you have any questions. 😊

Have a great day.

Regards

Eddy Lee CPA (SMSF Specialist)

ACCOUNTANT

NORTH LAKES | P 07 3204 4166

Unit 1, 48 Flinders Pde, North Lakes Qld
4509

PO Box 504 North Lakes Qld 4509

herronaccountants.com.au



Eddy Lee

From: Donna Voytas <donna.voytas@hotmail.com>
Sent: 20 October 2023 11:43 AM
To: Eddy Lee
Subject: Re: VOYTAS Family Super fund
Attachments: Screenshot 2023-10-20 at 12.39.58 pm.png

See attached/below

My sincere apologies for all the individual emails was just way easier. Are able to look to get this lodged asap to avoid becoming uncompliant ect.

Cheers

From: Eddy Lee <eddy@herronaccountants.com.au>
Sent: Friday, 20 October 2023 12:12 PM
To: 'Donna Voytas' <donna.voytas@hotmail.com>
Subject: RE: VOYTAS Family Super fund

Hi Donna, thanks for your emails.

Could you please advise what the following payments from NAB were for? (see attached) Please also provide copies of the invoice, if any.

- 23/03/2023 \$2,100 - Concrete for container slab
- 0206/2023 \$462 - Herron Super Deed update email sent



Thanks

Regards

Eddy Lee CPA (SMSF Specialist)

ACCOUNTANT

NORTH LAKES | P [07 3204 4166](tel:0732044166)
Unit 1, 48 Flinders Pde, North Lakes Qld
4509
PO Box 504 North Lakes Qld 4509

herronaccountants.com.au





Bank of Queensland Limited
 ABN 32 009 656 740
 AFSL No. 244616
 BOQ Centre
 Level 6, 100 Skyring Terrace
 Newstead Qld 4006
 GPO Box 898, Brisbane 4001
 Telephone 1300 55 72 72
 Facsimile (07) 3212 3399
 www.boq.com.au

002116 036



Mrs Donna Leanne Voytas and
 Mr David Robert Voytas ATF
 Voytas Family Superannuation Fund
 8 Chilton Crescent
 NORTH LAKES QLD 4509

STATEMENT

Account Number: **21591632**
 BSB: 124185
 From 18-Mar-2022 to 17-Sep-2022

WebSavings Account

Account Details	Statement Summary
Mrs Donna Leanne Voytas and Mr David Robert Voytas ATF Voytas Family Superannuation Fund	Opening Balance \$ 30,787.25 cr Total Credits \$ 6.28 cr Total Debits \$ 14,219.27 dr Credit Interest FYTD \$ 1.83 cr Closing Balance \$ 16,574.26 cr
Details as at 17-Sep-2022	

Posting Date	Transaction Details	Debit	Credit	Balance
2022				
18-Mar	Opening Balance			30,787.25 cr
21-Mar	Pay Anyone To D & E Singleton 012848 297328735 lb2-68496979	3,359.70		27,427.55 cr
31-Mar	Internet Pay Anyone Fee	0.65		27,426.90 cr
31-Mar	Interest		1.26	27,428.16 cr
22-Apr	BPAY Tax Office Payments lb2-22009053	1,592.00		25,836.16 cr
30-Apr	Interest		1.10	25,837.26 cr
09-May	BPAY Chcc Rates lb2-44129713	880.00		24,957.26 cr
31-May	Interest		1.07	24,958.33 cr
30-June	Interest		1.02	24,959.35 cr
31-Jul	BPAY Chcc Rates lb2-84066372	905.62		24,053.73 cr
31-Jul	Interest		1.05	24,054.78 cr
04-Aug	Pay Anyone To Andrew Morris 062667 010219478 lb2-87954412	1,958.00		22,096.78 cr
09-Aug	Pay Anyone To Anthony Hulbert 533000 010688859 lb2-56662656	5,522.00		16,574.78 cr
31-Aug	Internet Pay Anyone Fee	1.30		16,573.48 cr
31-Aug	Interest		0.78	16,574.26 cr
17-Sep	Closing Balance			16,574.26 cr
Total Debits & Credits		14,219.27	6.28	

Overdrawn Rate is 17.20% p.a.

Credit Interest Rates

Effective Date: 16/10/2020

Amount	Interest Rate p.a.
\$1 - \$1,999	0.01%
\$2,000 and over	0.05%

Interest rates are subject to change. Interest is calculated on the daily closing balance and paid monthly on the last day of the month. Interest for the last day of the month will be paid in the following month.

Balances greater than \$5,000,000 are subject to approval.

The interest rates quoted above are current as at the Effective Date. If you require information about any interest rate changes that may have occurred in the period between your last statement and this statement, please contact your local BOQ branch or phone our Customer Contact Centre on 1300 55 72 72.

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Marketing
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Security_Alert.txt

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Bank_Of_Queensland
Marketing
Messages
Privacy_and_Confidentiality.txt



Bank of Queensland Limited
 ABN 32 009 656 740
 AFSL No. 244616
 BOQ Centre
 Level 6, 100 Skyring Terrace
 Newstead Qld 4006
 GPO Box 898, Brisbane 4001
 Telephone 1300 55 72 72
 Facsimile (07) 3212 3399
 www.boq.com.au

001830 036



Mrs Donna Leanne Voytas and
 Mr David Robert Voytas ATF
 Voytas Family Superannuation Fund
 8 Chilton Crescent
 NORTH LAKES QLD 4509

STATEMENT

Account Number: **21591632**
 BSB: 124185
 From 18-Sep-2022 to 17-Mar-2023

WebSavings Account

Account Details	Statement Summary
Mrs Donna Leanne Voytas and Mr David Robert Voytas ATF Voytas Family Superannuation Fund	Opening Balance \$ 16,574.26 cr Total Credits \$ 4,574.99 cr Total Debits \$ 21,149.25 dr Credit Interest FYTD \$ 4.93 cr Closing Balance \$ 0.00 cr
Details as at 17-Mar-2023	

Posting Date	Transaction Details	Debit	Credit	Balance
2022				
18-Sep	Opening Balance			16,574.26 cr
30-Sep	Interest		0.68	16,574.94 cr
11-Oct	Pay Anyone To Sam Carney 533000 000148251 lb2-72436544	1,420.00		15,154.94 cr
18-Oct	Pay Anyone To Coffs Coast Valuations 062521 010450898 lb2-21631289	935.00		14,219.94 cr
31-Oct	Internet Pay Anyone Fee	1.30		14,218.64 cr
31-Oct	Interest		0.64	14,219.28 cr
30-Nov	Interest		0.58	14,219.86 cr
23-Dec	BPAY Chcc Rates lb2-84574275	904.80		13,315.06 cr
31-Dec	Interest		0.59	13,315.65 cr
2023				
09-Jan	Pay Anyone To Herron Accountants 124185 021374214 lb2-18051156	5,940.00		7,375.65 cr
31-Jan	Internet Pay Anyone Fee	0.65		7,375.00 cr
31-Jan	Interest		0.38	7,375.38 cr
23-Feb	Pay Anyone To Voytas Super 082551 571934229 lb2-01746297	7,375.38		0.00 cr
27-Feb	Direct Credit Ato Ato003000017775640		4,571.89	4,571.89 cr
28-Feb	BPAY Chcc Rates lb2-16799784	906.09		3,665.80 cr
28-Feb	Internet Pay Anyone Fee	0.65		3,665.15 cr
28-Feb	Interest		0.23	3,665.38 cr
10-Mar	Pay Anyone To Voytas Family Super Fund 082551 571934229 lb2-24458076	3,665.38		0.00 cr
17-Mar	Closing Balance			0.00 cr
		Total Debits & Credits	21,149.25	4,574.99

Overdrawn Rate is 17.20% p.a.

Credit Interest Rates**Effective Date: 16/10/2020**

Amount	Interest Rate p.a.
\$1 – \$1,999	0.01%
\$2,000 and over	0.05%

Interest rates are subject to change. Interest is calculated on the daily closing balance and paid monthly on the last day of the month. Interest for the last day of the month will be paid in the following month.

Balances greater than \$5,000,000 are subject to approval.

The interest rates quoted above are current as at the Effective Date. If you require information about any interest rate changes that may have occurred in the period between your last statement and this statement, please contact your local BOQ branch or phone our Customer Contact Centre on 1300 55 72 72.

Statement Integrity

You should check all entries appearing on this statement for error or possible unauthorised transactions. For more information about your account, including details on how to dispute any of the transactions found on your statement, or the benefits, fees and charges, they can be found in the relevant Terms and Conditions or Fees and Charges booklets. You can also obtain the information at any BOQ branch, through our Customer Contact Centre on 1300 55 72 72 or by visiting our website boq.com.au. If you have a problem or complaint, information about our dispute resolution process is available at any branch or through the Customer Contact Centre.

SECURITY ALERT FOR PIN AND PAC HOLDERS – visit www.boq.com.au

Protect your card. Always carry it with you and never give it to anybody, including family or friends. Don't tell anyone your PIN or PAC, & don't let anyone see your PIN when using ATMs/Eftpos. Don't record your PIN on your card. Don't record your PAC in the same place as your CAN, & always disguise it. If you lose your card, or think others may know your PIN or PAC, call BOQ immediately on 1800 077 024. If you do not follow these precautions or fail to inform us quickly, you may be liable for losses in accordance with EFT Code of Conduct. For details visit www.boq.com.au

Privacy and Confidentiality

BOQ is committed to respecting the privacy of your personal information. We may also need to disclose information about you to certain organisations in connection with the establishment and administration of your accounts. The types of organisations to which we may disclose this information are our related bodies corporate, regulatory bodies and government agencies, your agents, including broker or financial adviser, credit and debt agencies, agents, contractors and professional advisers who assist us in providing our services, your referees and guarantors, your or our insurers, and organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents, some of which may be located outside Australia. The information we provide to other organisations will be strictly limited to what is required to provide the service or comply with the law. We are happy to answer any further questions you may have about our management of your personal information. You can contact us at any of our branches.

Do you have a complaint?

If you experience a problem, are not satisfied with our products or services or a decision we have made, you can call us on 1300 55 72 72 or complete the online complaints form at www.boq.com.au/feedback-and-complaints.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

If you're unhappy with our response, you can contact the Australian Financial Complaint Authority (AFCA) to review it. AFCA provides a free, independent external dispute resolution process. To contact AFCA call them on 1800 931 678 or go to www.afca.org.au.



Transaction Update

Bank of Queensland Limited

ABN 32 009 656 740
Level 6, 100 Skyring Terrace, Newstead Qld 4006
GPO BOX 898, Brisbane QLD 4001
Tel +61 7 3212 3333
Fax +61 7 3212 3399
AFSL and ACL No. 244616

WEBSAVINGS
Account Number: 21591632

Printed: 06/09/2023
Pages: 1

MRS DONNA LEANNE VOYTAS AND
MR DAVID ROBERT VOYTAS ATF
VOYTAS FAMILY SUPERANNUATION FUND
8 CHILTON CRESCENT
NORTH LAKES QLD 4509

Transactions

From: 17/03/2023
To: 30/06/2023

Date	Description	Debit	Credit	Balance
17/03/2023	Opening Balance			\$0.00
31/03/2023	Internet Pay Anyone Fee	\$0.65		-\$0.65
31/03/2023	Interest		\$0.05	-\$0.60
17/04/2023	Direct Credit Ato Ato004000017550336		\$423.78	\$423.18
19/04/2023	Pay Anyone To Voytas Family Su Perfund 082551 571934229 lb2-96941944	\$423.18		\$0.00
30/04/2023	Internet Pay Anyone Fee	\$0.65		-\$0.65

NOTE: THIS IS NOT A STATEMENT OF ACCOUNT, YOUR FORMAL STATEMENT WILL BE MAILED WHEN DUE OR CAN BE ORDERED IF REQUIRED.



Z00810CK38Z-11.02

Account Details

21000033 VOYAGAS FAMILY SUPER FUND - Available: \$0.00

Account Information

Account Name:
VOYAGAS FAMILY SUPER FUND

Transactions Search

Date Range: The last week
Start Date: 31/08/2023 DD/MM/YYYY End Date: 06/09/2023 DD/MM/YYYY(DD/MM/YYYY)

Transaction List Matching Search Criteria

Date	Description	Debit	Credit	Balance
06/09/2023	TRF FROM 021444878 (82-89970737)		\$2.00	\$0.76
31/08/2023	INTEREST		\$0.06	-\$1.24
31/08/2023	INTERNET PAY ANYONE FEE	\$1.30		-\$1.30

Please note this Transaction List is not an official statement and is subject to change.

For loan accounts, the entry described as FEE CAPITALISATION affects the balance of the loan account. The entry/entries that appear immediately before this transaction describe the fees capitalised and do not affect the balance of the loan account.



NAB Business Everyday Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



/005919

VOYTAS FAMILY SUPERANNUATION FUND
3 DAMMEREL CRES
EMERALD BEACH NSW 2456

Account Balance Summary

Opening balance	\$0.00
Total credits	\$11,040.76
Total debits	\$2,100.00
Closing balance	\$8,940.76 Cr

Statement starts 16 February 2023

Statement ends 31 March 2023

Outlet Details

Coffs Harbour
Ground Floor, 63 Harbour Drive
Coffs Harbour NSW 2450

Lending Investment & Insurance Enquiries

Banker Brian Singh Johal
Telephone number (02) 6650 7867

Account Details

DAVID ROBERT VOYTAS & DONNA LEANNE VOYTAS ATF
VOYTAS FAMILY SUPERANNUATION FUND
BUSINESS EVERYDAY AC

BSB number 082-551
Account number 57-193-4229

Transaction Details

Date	Particulars	Debits	Credits	Balance
16 Feb 2023	Account Opened			0.00
23 Feb 2023	Super Transfer Bank Of Qld 080260.....		7,375.38	7,375.38 Cr
10 Mar 2023	Balance Transfer Bank Of Qld 080260.....		3,665.38	11,040.76 Cr
17 Mar 2023	Please Note From Today Your Dr Interest Rate Is 9.970%			11,040.76 Cr
23 Mar 2023	G A Flooring X7882511864 Concrete.....	2,100.00		8,940.76 Cr

Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

090469493556 / E-5919 S-12504 F-25007



NAB Business Everyday Account

For further information call 13 22 65 for Personal Accounts or 13 10 12 for Business Accounts.



/002432

VOYTAS FAMILY SUPERANNUATION FUND
3 DAMMEREL CRES
EMERALD BEACH NSW 2456

Account Balance Summary

Opening balance	\$8,940.76 Cr
Total credits	\$423.18
Total debits	\$462.00
Closing balance	\$8,901.94 Cr

Statement starts 1 April 2023
Statement ends 30 June 2023

Outlet Details

Coffs Harbour
Ground Floor, 63 Harbour Drive
Coffs Harbour NSW 2450

Lending Investment & Insurance Enquiries

Banker Brian Singh Johal
Telephone number (02) 6650 7867

Account Details

DAVID ROBERT VOYTAS & DONNA LEANNE VOYTAS ATF
VOYTAS FAMILY SUPERANNUATION FUND
BUSINESS EVERYDAY AC

BSB number 082-551
Account number 57-193-4229

For Your Information

Ransomware is a type of malicious software cybercriminals use to target businesses. Scammers may use convincing emails containing a virus to lock your computer, then they demand funds, threaten to leak data and disrupt your business. Always backup your files and remain vigilant about emails containing links or attachments, especially if they are unsolicited. Make sure you regularly update your devices and anti-virus software. Learn how to spot and protect your business from ransomware at nab.com.au/ransomware

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Apr 2023	Brought forward			8,940.76 Cr
20 Apr 2023	Transfer Of Funds Bank Of Qld 080260.....		423.18	9,363.94 Cr
12 May 2023	Please Note From Today Your Dr Interest Rate Is 10.220%			9,363.94 Cr
2 Jun 2023	Internet Transfer Voytas super.....	462.00		8,901.94 Cr
16 Jun 2023	Please Note From Today Your Dr Interest Rate Is 10.470%			8,901.94 Cr

Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

181469493556 / E-2432 S-5519 H-11037

Voytas Family Superannuation Fund
Realised Capital Gains Report

For The Period 01 July 2022 - 30 June 2023

Investment		Accounting Treatment				Tax Treatment						
Purchase Contract Date	Disposal Contract Date	Units	Cost	Proceeds	Accounting Profit/(Loss)	Adjusted Cost Base	Reduced Cost Base	Indexed Cost Base	Indexed Gains	Discounted Gains (Gross)	Other Gains	Capital Loss
Real Estate Properties (Australian - Non Residential)												
LOT21FEATHER - Lot 21 Featherstone Drive, Woolgoolga NSW, Australia												
18/12/2018	13/01/2023	1.00	318,845.86	275,000.00	(43,845.86)	318,845.86	318,845.86	0.00	0.00	0.00	0.00	(43,845.86)
		1.00	318,845.86	275,000.00	(43,845.86)	318,845.86	318,845.86	0.00	0.00	0.00	0.00	(43,845.86)
		1.00	318,845.86	275,000.00	(43,845.86)	318,845.86	318,845.86	0.00	0.00	0.00	0.00	(43,845.86)
		1.00	318,845.86	275,000.00	(43,845.86)	318,845.86	318,845.86	0.00	0.00	0.00	0.00	(43,845.86)

Contract for the sale and purchase of land - 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	phone fax ref
co-agent	Not Applicable	ref
vendor	DAVID ROBERT VOYTAS AND DONNA LEANNE VOYTAS ATF VOYTAS FAMILY SUPERANNUATION FUND (ABN 35 733 811 226) 3 Dammerel Crescent, EMERALD BEACH NSW 2456	phone fax ref
vendor's solicitor	MBT LAWYERS LEVEL 5, 24 MOONEE STREET COFFS HARBOUR NSW 2450	phone fax ref
date of completion	13 JANUARY 2023	
land (address, plan details and title reference)	20A - 20C FEATHERSTONE DRIVE, WOOLGOOLGA NSW 2456 Registered Plan: Lot 21 in Deposited Plan 1142182 Folio Identifier 21/1142182	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant Land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents:	

Office of State Revenue (NSW)
 Client No: 2001373 3954
 Duty: \$7,985 Trans No: 1056525-09
 Asst details: TS 10565289-00

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	DAVID ROBERT VOYTAS AND DONNA LEANNE VOYTAS D.R. VOYTAS & D.L. VOYTAS (ABN 72 453 701 653) 3 Dammerel Crescent, EMERALD BEACH NSW 2456
purchaser's solicitor	MBT LAWYERS Level 5, 24 Moonee Street, Coffs Harbour 2450
price	\$ 275,000.00 ✓
deposit	\$ 27,500.00 (10% of the price, unless otherwise stated)
balance	\$ 247,500.00
contract date	9 JANUARY 2023 (if not stated, the date this contract was made)

buyer's agent _____ witness _____

vendor *Donna Voytas* _____ witness _____

purchaser *David Voytas* _____ witness _____

JOINT TENANTS tenants in common in unequal shares

GST AMOUNT (optional)
 The price includes GST of \$ _____

ChoicesVendor agrees to accept a **deposit bond** (clause 3) NO yes**Nominated Electronic Lodgment Network ELN** (clause 30) Pexa**Electronic transaction** (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve within 14 days of the contract date):

Parties agree that the deposit be invested (clause 2.9) NO yes**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable NO yes**GST: Taxable supply** NO yes in full yes to an extentMargin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*: (residential withholding payment) NO yes

(if yes, vendor must provide further details)

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): \$Amount must be paid: AT COMPLETION at another time (specify):Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate (Environmental Planning and Assessment Act 1979)) <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewerage lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata – lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 57 disclosure statement – off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure and warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p>Other</p> <input type="checkbox"/> 58 Other:
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.
 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 16.7.1 the price less any:
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
 16.7.2 any other amount payable by the purchaser under this contract.
 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
 16.11.1 if a special completion address is stated in this contract - that address; or
 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
 17.2 The vendor does not have to give vacant possession if –
 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
 18.3 The purchaser must until completion –
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 served at the earliest time it is served, if it is served more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- ### • Notices, certificates and inspections
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
 - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
 - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
 - 30.6.2 create and populate an *electronic transfer*;
 - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
 - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
 - 30.7.2 create and populate an *electronic transfer*;
 - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
 - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules discharging mortgagee</i>	the rules made under s12E of the Real Property Act 1900; any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL effective date</i>	the Electronic Conveyancing National Law (NSW); the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules populate title data</i>	the participation rules as determined by the <i>ECNL</i> ; to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

ANNEXURE TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

VENDOR: DAVID ROBERT VOYTAS AND DONNA LEANNE VOYTAS ATF VOYTAS FAMILY SUPERANNUATION FUND

PURCHASER: D.R. VOYTAS & D.L. VOYTAS

PROPERTY: 20A - 20C, Featherstone Drive, Woolgoolga

32 Alterations to the standard provisions

32.1 *Deposits and other payments before completion (clause 2)* – amend as follows:

32.1.1 add to clause 2.9 after the word "deposit" in the first line the words "or any other moneys".

32.1.2 add to the end of clause 2.9 the words "Provided that the *depositholder* shall only be required to invest the deposit if the parties supply to the *depositholder* their tax file numbers."

32.2 *Claims by purchaser (clause 7)* – delete clause 7.1.1.

32.3 *Adjustments (clause 14)* – delete 14.4.2

32.4 *Date for Completion (clause 15)* – add "The party to whom such notice is given shall not be entitled to object to the sufficiency or adequacy of such notice provided the period of notice is at least 14 days."

33 Representations

33.1 The purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

34 State of repair

34.1 The purchaser relies upon the purchaser's own enquiry regarding the present state of repair of the property or improvements to the property. No objection, requisition or claim for compensation may be made regarding the state of repair or condition (including patent or latent defects) of the property or improvements.

35 Warranty by purchaser as to agent

35.1 The purchaser warrants that they were not introduced to the property by a real estate agent other than the agent shown as the "vendor's agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor in respect of this matter then the purchaser shall indemnify the vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the vendor. It is acknowledged that this Clause shall not merge on completion.

36 Death

36.1 If before completion the vendor or purchaser or any one of them should die or become mentally ill, either party may rescind this contract by notice in writing to the solicitor for such party named herein.

37 Notice to complete

37.1 Should any event arise entitling either party to issue a notice to complete upon the other then the parties agree that a period of 14 days from the service of such a notice making time of the essence shall be a proper and reasonable time.

38 Interest for late completion

38.1 Where -

38.1.1 the vendor is ready, willing and able to execute the assurance of the property and complete this contract; and

38.1.2 the purchaser does not complete this contract on the date for completion appointed on the front page of this contract;

the purchaser shall pay to the vendor interest on the unpaid balance of the purchase price at the rate referred to in rule 36.7(1) of the *Uniform Civil Procedure Rules 2005* applicable at the date of completion calculated from the date for completion to the date of completion.

39 Improvements and inclusions

39.1 The purchaser acknowledges that it has inspected the improvements (if any) erected on the property and the furnishings and chattels (if any) referred to on the front page of the contract and that it is purchasing the same in their present state and condition of repair and without representation as to quality or fitness for a particular purpose.

40. Settlement Funds

40.1 If settlement is effected by a transfer of funds, at the request of the Purchaser, to the Vendor's Solicitor's Trust Account, then the Purchaser shall pay in addition to the balance of purchase money an allowance for up to five (5) bank cheques at \$10 for each cheque.



**LAND
REGISTRY
SERVICES**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 21/1142182

SEARCH DATE	TIME	EDITION NO	DATE
22/8/2022	3:23 PM	2	18/12/2018

LAND

LOT 21 IN DEPOSITED PLAN 1142182
 AT WOOLGOOLGA
 LOCAL GOVERNMENT AREA COFFS HARBOUR
 PARISH OF WOOLGOOLGA COUNTY OF FITZROY
 TITLE DIAGRAM DP1142182

FIRST SCHEDULE

DAVID ROBERT VOYTAS
 DONNA LEANNE VOYTAS
 AS JOINT TENANTS

(T AN947472)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 H450262 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 P202182 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 P349961 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 5 DP1124223 POSITIVE COVENANT
- 6 DP1124223 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED 4 IN S.88B INSTRUMENT
- 7 DP1142182 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

op06540001

PRINTED ON 22/8/2022



1960 MAR 21 AM 10:25

No. **H 450262**

1960 MAR 18 AM

New South Wales



FEE:- £ s. d.
 Registration 2 : :
 Endorsement : 5 :
 Certificate 2 : 10 :
 Stamp 1 : 10 :
 Total 6 : 15 :

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)

WE, the Sawmillers **SIDNEY JAMES MOLLER and COLIN JOHN BLACKER** both of Woolgoolga

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

as tenants in common (herein called transferor) being registered as the proprietor of an estate in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are interdicted hereunder, in consideration of Two hundred and thirty six pounds ten shillings (£ 236.10.0 (the receipt whereof is hereby acknowledged) paid to us by

a If a less estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration monies.

VINCENT KEVIN WORKMAN

do hereby transfer to

c Show in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one, whether they hold as joint tenants or tenants in common.

the said **VINCENT KEVIN WORKMAN** of Woolgoolga Sawmiller
 (herein called transferee)

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. Where these records are inadequate for the purpose, a suitable plan may be endorsed hereon, or furnished as an annexure signed by the parties and their signatures witnessed.

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title			Description of Land (if part only). (4)
		Whole or Part.	Vol.	Fol.	
FITZROY	WOOLGOOLGA	PART	7577	85	being the land shown in the plan annexed hereto and herein edged red containing an area of 9 acres 1 rood 31 1/2 perches
			7743	242	

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1910, should accompany the transfer.

e A very short note will suffice.

f Execution in New South Wales may be proved by the instrument is signed and acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to Instruments executed elsewhere, see Section 107 of the Real Property Act 1900, Section 103 of the Conveyancing Act, 1919-1954 and Section 52A of the Evidence Act 1958-1954.

Severing Covenant - see annexure 'B' marked hereto.
ENCUMBRANCES, &c., REFERRED TO.

Reservations of Minerals etc.

Signed at **Coffs Harbour** the **8th** day of **September**, 19**79**.

Signed in my presence by the transferor
 WHO IS PERSONALLY KNOWN TO ME
[Signature]

[Signature]
 Transferor.*

Signed

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

FILED IN REAL BOOK AS F.P.
 414922

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee
 WHO IS PERSONALLY KNOWN TO ME
[Signature]

[Signature]
 Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

H.317345
 7743.242 out

THIS SPACE TO BE LEFT FREE FOR NOTATION.

NOT TO BE ALTERED BY ERASURE - See Foot Note.

Copy of Plan Filed as 514022L

Original in Files

H 450262

LODGED BY _____

No. _____ **PARTIAL DISCHARGE OF MORTGAGE.**
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

b This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.¹

i Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS¹

Appeared before me at _____ the _____ day of _____, one thousand nine hundred and _____ and declared that he personally knew signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____ is _____ own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Correct</i>	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.	
<i>[initials]</i>		1 <i>J. Plan</i>	Received Docs. Nos.
		2 <i>[initials]</i>	Receiving Clerk.
		3	
		4	
Checked by	Particulars entered in Register Book, Volume <i>7943/41</i> , Folio <i>242</i> <i>7557</i> , <i>D. 83</i>		
Passed (in S.D.B.) by			
Signed by	the <i>11th</i> day of <i>July</i> 19 <i>66</i> at _____ minutes past <i>12</i> o'clock in the _____ <i>[Signature]</i> Registrar-General.		

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>[initials]</i>	
Draft written ...	<i>[initials]</i>	<i>24.5</i>
Draft examined	<i>[initials]</i>	<i>26.5.66</i>
Diagram prepared	<i>[initials]</i>	<i>27.6</i>
Diagram examined	<i>[initials]</i>	<i>17.10</i>
Draft forwarded	<i>[initials]</i>	<i>17.10</i>
Supt. of Engrossers	<i>[initials]</i>	<i>17.10</i>
Cancellation Clerk	<i>[initials]</i>	<i>17.10</i>
VOL.		FOL.

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 2s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the seal charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

H 450262

H 450262

Plan Form No. 6 (for transfers, leases, etc.)

Municipality of
 Shire of Coffs Harbour

PLAN

showing part of Portion 28

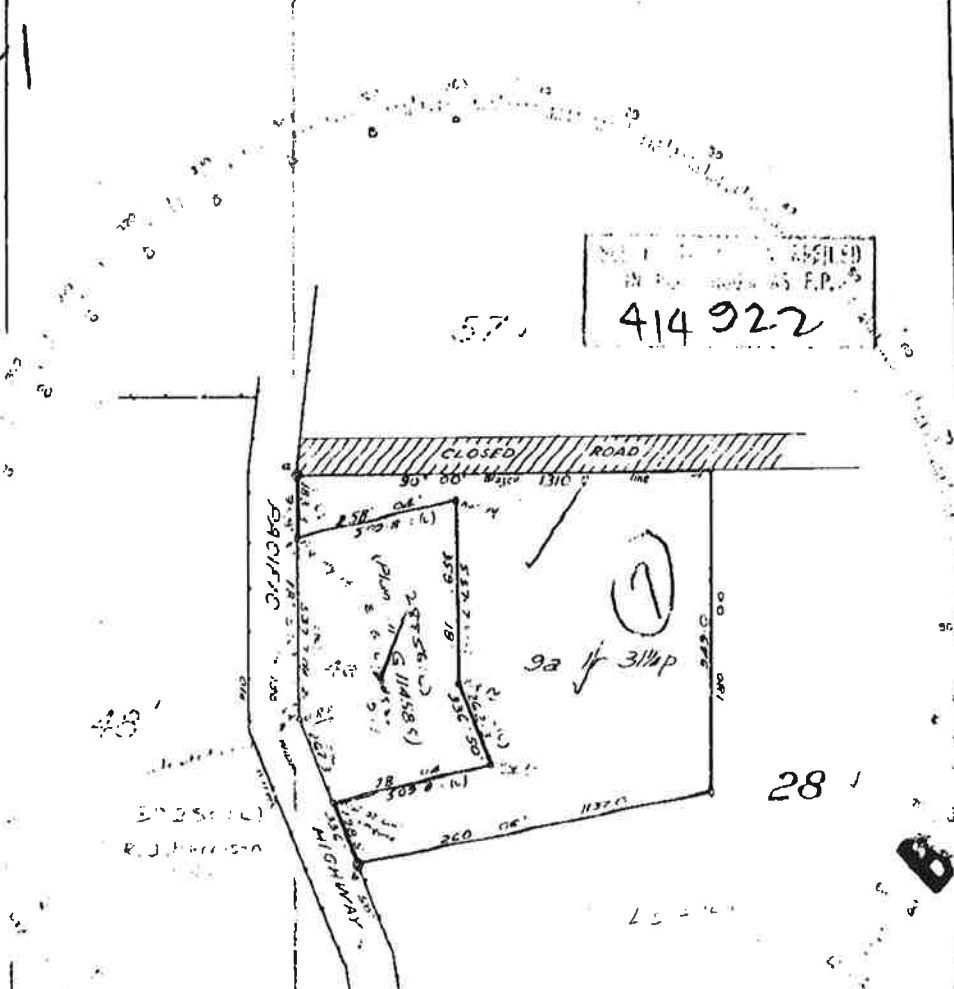
Parish of Wooolga County of Fitzroy

Scale 4 Chains to an Inch.

A-1

Signatures of parties to be made in this margin.

This margin to be left free from notes



REGISTERED
 IN THE OFFICE OF THE REGISTRAR
 414 922

REFERENCE MARKS			
Cor	Bearing	Distance	From
a	90 00"	2.27	61 1/2 p
b	90 00"	2.25	61 1/2 p

M... (M.P.)
 114 922

I, Richard Owen Rushton

of Coffs Harbour

a surveyor registered under the Surveyors Act 1929-1940 hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1931, and was completed on 15th May 1959

(Signature) *R. O. Rushton*
 Surveyor registered under the Surveyors Act 1929-40

Approved by the Council and Certified in accordance with the Provisions of Section 27 of the Local Government Act 1919.

Address: No.

Council Clerk

Date of issue: 4/10/59 X-Y

This is the plan marked as referred to in Dated

160/729,50

Annexure 'B' to H450262

FENCING COVENANT

And the Transferee covenants with the Transferors for himself and his assigns and for the benefit of the Transferors, executors, administrators and assigns for the benefit of any adjoining land owned by the Transferors but only during the ownership thereof by the Transferors, their executors, administrators and assigns other than purchasers on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land, without the consent of the Transferors, their executors, administrators or assigns, but such consent shall not be withheld if such fence is erected without expense to the Transferors, their executors, administrators or assigns and in favour of any person dealing with the Transferee or his assigns, such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released, varied or modified by the owner or owners for the time being of such adjoining land.

SIGNED at Coff's Harbour this 8th day of September, 1959.

SIGNED in my presence by the Transferors
who are personally known to me:

[Handwritten signatures of transferors]

[Handwritten signature]

SIGNED in my presence by the Transferee
who is personally known to me:

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

[Handwritten signature]

240R

240R

2
~~Matthew J. 19/9/97~~

James
[Signature]

James [Signature]

NO

24 ORP 1

24 ORP 1

P202182



175 MAR 20



SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

1	E*	3
s14		

This form is for use where the short form of transfer is applicable. Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a)

NORTH COAST GRAZING PTY. LIMITED

hereinafter referred to as the TRANSFEROR

(b) If a fee estate strikes out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b) in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c)

Reservations of minerals contained in Crown Grant

in consideration of THIRTEEN THOUSAND DOLLARS (\$13,000.00)

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) The Commissioner for Main Roads hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e)

THE COMMISSIONER FOR MAIN ROADS
 309 Castlereagh Street
SYDNEY, N.S.W. 2000

hereinafter referred to as the TRANSFEREE

an estate in fee simple^(b)

In the land described in the following schedule

(f) Insert lot and plan number, partition No. See Sections 227 and 227A Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
10322 /	95	Part	being Lot 20 in Deposited Plan 245556	FITZROY	WOOGOLGA
2231	2	Part	being Lot 16 in Deposited Plan 245556	FITZROY	WOOGOLGA
2231	3	Part	being Lots 7 and 9 in Deposited Plan 248762	FITZROY	WOOGOLGA

K 1107 BT 427-A

RULE UP ALL BLANKS

AND the transferor doth for the benefit of part of the land hereby transferred namely Lots 16 and 20 in Deposited Plan 245556 and Lot 7 in Deposited Plan 248762 together with that part of the Pacific Highway immediately contiguous to adjoining land of the transferor namely Lot 34 in Deposited Plan 537571 being the whole of the land comprised within Certificate of Title Volume 11158 Folio 238 (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Coffs Harbour and so as to bind the residue of the land in the abovementioned Certificates of Title and the whole of the land comprised within Certificate of Title Volume 11158 Folio 238 (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

4) Here insert any exceptions, restrictive covenants or exceptions intended to be included. Drawings or restrictive covenants may accompany this form. If the space provided is insufficient, additional sheets of the same size and kind of paper as this form should be used. A binding margin of 1/2 inches and all margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties to the affecting instrument.

Dated at SIDNEY this 27TH day of FEBRUARY 1975.

Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, each being a party to the dealing to whom the transferor is known:
Where executed in New South Wales
Notary public, clerk of petty sessions, commissioning officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.
Where executed in any part of the Commonwealth of Australia or in Territory or in any part of the British Commonwealth or any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.
Where executed in foreign country—an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
Repeat attestation clause as, if necessary.
Section 117 Real Property Act, 1900, requires that the certificate be signed by the transferor or, where his signature cannot be obtained without difficulty and delay, by his solicitor or co-transferee by his own name, which should be typewritten or printed below his signature, and not that of the firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
May be witnessed by any responsible person not being a party to the dealing.

(b) Signed in my presence by the transferor who is personally known to me

Signature of witness
Name of witness (BLOCK LETTERS)
Qualification of witness

(ii) THE COMMON SEAL of NORTH COAST GRAZING PTY. LIMITED was hereunto affixed by authority of the Board of Directors in the presence of:

SIGNED BY HARRY MUDIE
Asst. Chief Legal Officer
DEPARTMENT OF MAIN ROADS
in the presence of:

(k) Signed in my presence by the transferor who is personally known to me
George Gibara
Signature of witness
GEORGE GIBARA
Name of witness (BLOCK LETTERS)
309 CASTLEREAGH DRIVE, SYDNEY
Address of witness

Transferor

SEAL
P.F. Peter Fred
Director
S.F. S. Freeman
Secretary

(l) Accepted and certified correct for the purposes of the Real Property Act, 1900.

George Gibara
Witness

SIDNEY JAMES MOLLIE Mortgages under Mortgage No. M391488 hereby consents to the registration of the Deed of Covenant herein.


SIGNED SEALED AND DELIVERED by the said SIDNEY JAMES MOLLIE in the presence of

S.J. Mollie
sg Mollie
X S.J. Mollie

Black ink
initials

J.H. Mollie
Black ink
initials

IP 202182

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<u>TRANSFER SUBJECT TO COVENANT</u>		Lodged by THE COMMISSIONER FOR MAIN ROADS Address: 309 Castlereagh Street, SYDNEY Papers: L.10/110.1250 AT:LS Phone No.: 20933 Ext. 644	
SUBJECT TO COVENANT		Documents lodged herewith	
Checked	REGISTERED	1. <u>9/7 Vol. 10322 Fol. 95.</u>	CT prod by Thoma. Kanyro Son CT prod by Marsh, Harvey Grayson. CT (3) 19/12/7
Passed	<u>18-12-1975</u>	2. <u>3 as per 301</u>	
Signed	<u>Jawataon</u> Registrar General	3. <u>1 Dup Mlgs prod</u>	
		4. _____	
		5. _____	
		Received Documents <u>5</u>	<u>Sm</u> Receiving Clerk

cl4

AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾
 Authority is hereby given for the use of _____
 (insert reference to certificates, grants or dealings) lodged
 in connection with _____ for the
 (insert number of plan or dealing)
 registration of this dealing and for delivery to _____
 (BLOCK LETTERS)

 Signature

 Name (BLOCK LETTERS)

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or if it has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant etc.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY
 (To be signed at the time of executing the within dealing)
 The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____
 Miscellaneous Register under the authority of which he has just executed the within dealing.
 Signed at _____
 the _____ day of _____ 19____

 Signature of attorney

 Signature of witness

CERTIFICATE OF J.P. & TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾
 I certify that _____
 the attesting witness to this dealing, appeared before me at _____
 the _____ day of _____ 19____
 and declared that he personally knew _____

 the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____

 is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

 Signature

 Name (BLOCK LETTERS)

 Qualification

(2) Not required where dealing attested in accordance with note (1b). In other cases to be signed by one of the persons referred to in note (1b).

M.P.D.

RP 13A



PM 3.09
 SOUTH WALES

P349961

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY
 A/B/A
 5/8

This form is for use where the short form of transfer is unsuitable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a)

VINGENT KEVIN WORKMAN of Woolgoolga, Farmer (previously of Woogoolga, Timber Worker

hereinafter referred to as the TRANSFEROR

(b) If a less estate settles out in fee simple and odd proprietary estate, being registered proprietor of an estate in fee simple^(b)

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c)

Reservations and conditions if any contained in Crown Grant. Covenant in Transfer H450262.

in consideration of TWO HUNDRED DOLLARS (\$ 200.00)

(d) Insert appropriate words. (the receipt whereof is hereby acknowledged), paid to the transferor by^(d)

THE COMMISSIONER FOR MAIN ROADS hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e)

THE COMMISSIONER FOR MAIN ROADS of 309 Castlereagh Street, Sydney

hereinafter referred to as the TRANSFEEE

an estate in fee simple^(b)

in the land described in the following schedule

(f) Part lot and plan number, section etc. See also sections 337 and 337AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ^(f)	County	Parish
Volume	Folio				
6957	54	Part	being Lot 18 in Deposited Plan 245556	Fitzroy	Woogoolga
10283	76	Part	being Lot 19 in Deposited Plan 245556	Fitzroy	Woogoolga

K 1188 97 437-3

RULE UP ALL BLANKS

AND the transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the transferee (in this covenant called "the Commissioner") and with the Council of the Shire of Coffs Harbour and so as to bind the residue of the land in the abovementioned Certificates of Title (hereinafter called "the servient tenement") that the transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924, thereafter ceases to be such a motorway.

(a) Here insert any covenants, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 1/2 inches and other margins of not less than 1/4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

Dated at Sydney this 9th day of MAY 1975

Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

Where executed in New South Wales — bank manager, bailiff, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or in Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part;

Where executed in foreign territory — an Australian or British Consular Officer exercising his functions in the territory, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

May be witnessed by any responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me

Orantherstone
Signature of witness
Orantherstone
Name of witness (BLOCK LETTERS)
Justice of Peace
Qualification of witness

U. Workman
Transferor


SIGNED by CHIEF LEGAL OFFICER

(b) Signed in my presence by the transferor who is personally known to me DEPARTMENT OF MAIN ROADS in the presence of:

G. Gibara
Signature of witness
GEORGE GIBARA
Name of witness (BLOCK LETTERS)
309 CASTLEREAGH STREET, SYDNEY
Address of witness

Accepted and certified correct for the purposes of the Real Property Act, 1900.

G. Gibara
Witness

<p style="font-size: small;">DEPARTMENTAL USE ONLY</p> <p style="font-size: x-large; font-weight: bold;">P349961</p> <p>TRANSFER</p> <p style="font-size: large; font-style: italic;">Covenant by the transferor</p>		<p>TO BE COMPLETED BY LODGING PARTY</p> <p>DEPARTMENT OF MAIN ROADS Lodged by 309 Castlereagh Street, Sydney.</p> <p>Address: Papers Nos.: L.10/110.1305 B&C.I:JF Phone No.: 20933 Ext. 635</p> <p>Documents lodged herewith</p> <p>1. <u>2 CA fused JF</u></p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>
<p>Checked DJS</p> <p>Passed 8/23 <u>12/4/75</u></p> <p>Signed 7</p>	<p style="text-align: center;">REGISTERED</p> <p style="text-align: center; font-size: large;">18-8-1975</p> <p style="text-align: center; font-size: large; font-style: italic;">Jawstson</p> <p style="text-align: center;">Registrar General</p> 	<p>Received Documents _____</p> <p>Receiving Clerk _____</p>
		<p>AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾</p> <p>Authority is hereby given for the use of _____ lodged (insert reference to certificates, grants or dealings)</p> <p>In connection with _____ for the (insert number of plan or dealing)</p> <p>registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p>
		<p>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____</p> <p>Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____ the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p>
		<p>CERTIFICATE OF J.P., &c. TAKING DECLARATION OF ATTESTING WITNESS⁽¹⁾</p> <p>I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19 _____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p>

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant, &c.

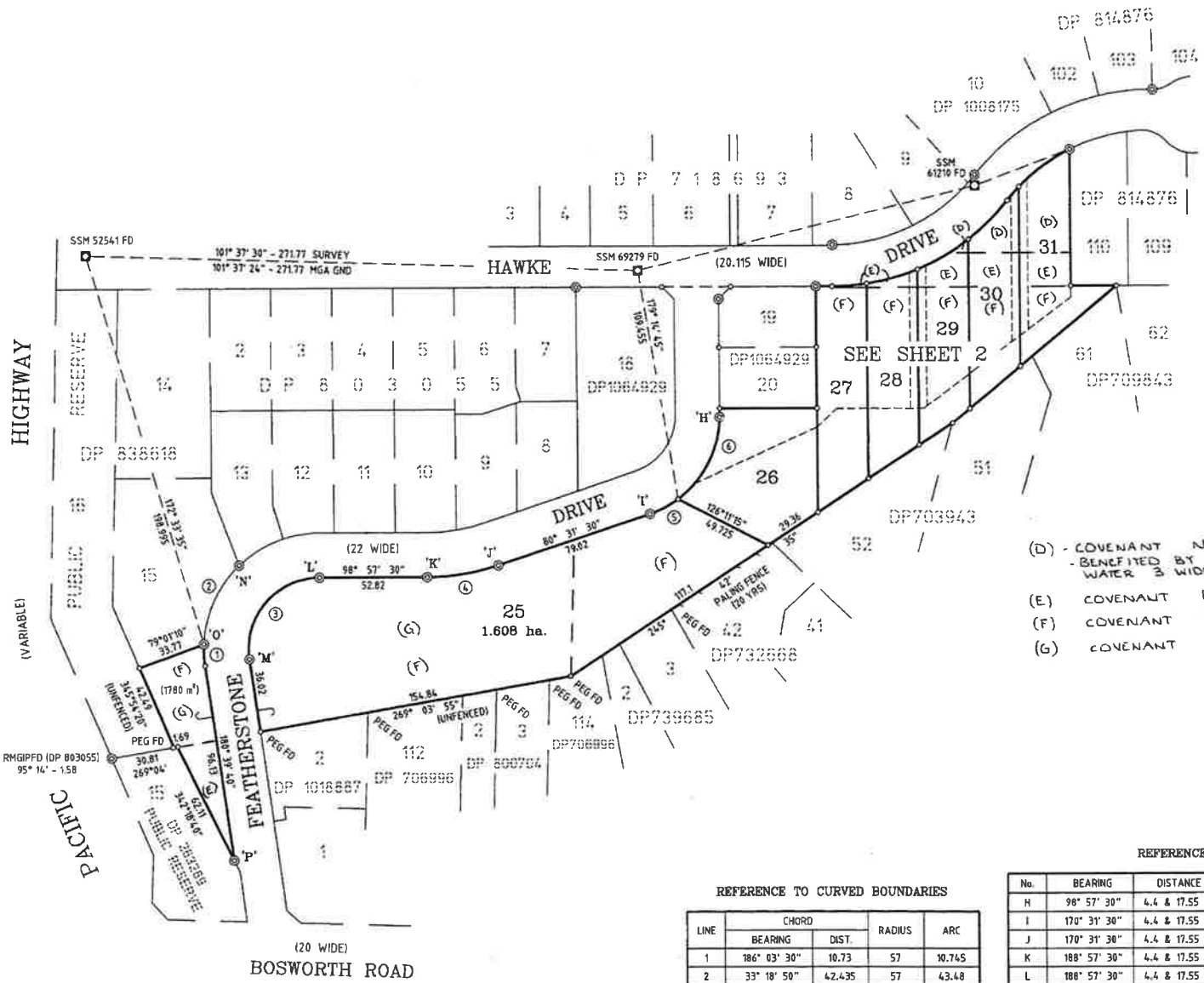
(1) Not required where dealing attested in accordance with note (1); in other cases to be signed by one of the persons referred to in note (1).

M.P.D.





Reg:R345196 /Doc:DP 1124223 P /Rev:09-Apr-2008 /NSW LRS /Pgs:ALL /Prt:23-Aug-2022 12:58 /Seq:1 of 3
© Office of the Registrar-General /Src:GlobalX /Ref:op06540001



- (D) COVENANT N946296 - BENEFITED BY EASEMENT TO DRAIN WATER 3 WIDE DP264524
- (E) COVENANT P202182
- (F) COVENANT P249961
- (G) COVENANT H450262

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK DETAILS
H	98° 57' 30"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
I	170° 31' 30"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
J	170° 31' 30"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
K	188° 57' 30"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
L	188° 57' 30"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
M	90° 39' 40"	4.4 & 17.55	RMDH&W's FD IN KB (DP 817908)
N	336° 41'	4.555	RMDH&W FD IN KB (DP 838618)
O	259° 52'	4.67	RMDH&W IN KB
P	273° 55'	4.475	RMDH&W FD IN KB (DP 838618)

REFERENCE TO CURVED BOUNDARIES

LINE	CHORD		RADIUS	ARC
	BEARING	DIST.		
1	186° 03' 30"	10.73	57	10.745
2	33° 18' 50"	42.435	57	43.48
3	49° 48' 30"	52.95	35	60.045
4	89° 44' 30"	35.555	111	35.71
5	71° 41' 05"	15.675	51	15.735
6	35° 54' 05"	46.22	51	47.965

MAP GRID OF AUSTRALIA CO-ORDINATES
SOURCE S.C.I.M.S. 24-10-2007

MARK	CO-ORDINATES ZONE 58		CLASS	ORDER	CSF
	EASTING	NORTHING			
SSM 52541	518 480.842	6 667 705.346	B	2	0.999603
SSM 61210	518 917.475	6 667 669.354	B	2	0.999604
SSM 69279	518 746.933	6 667 650.613	B	2	0.999604

Surveyor: IAN GRAHAM EVISON
Date of Survey: 10 DECEMBER 2007
Surveyor's Ref: 3571-07

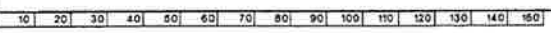
PLAN OF SUBDIVISION OF
LOT 21 DP 1064929 AND
LOT 111 DP 814876

LGA: COFFS HARBOUR
Locality: WOOLGOOLGA
Subdivision No: 65/08
Lengths are in metres. Reduction Ratio 1:500

Registered

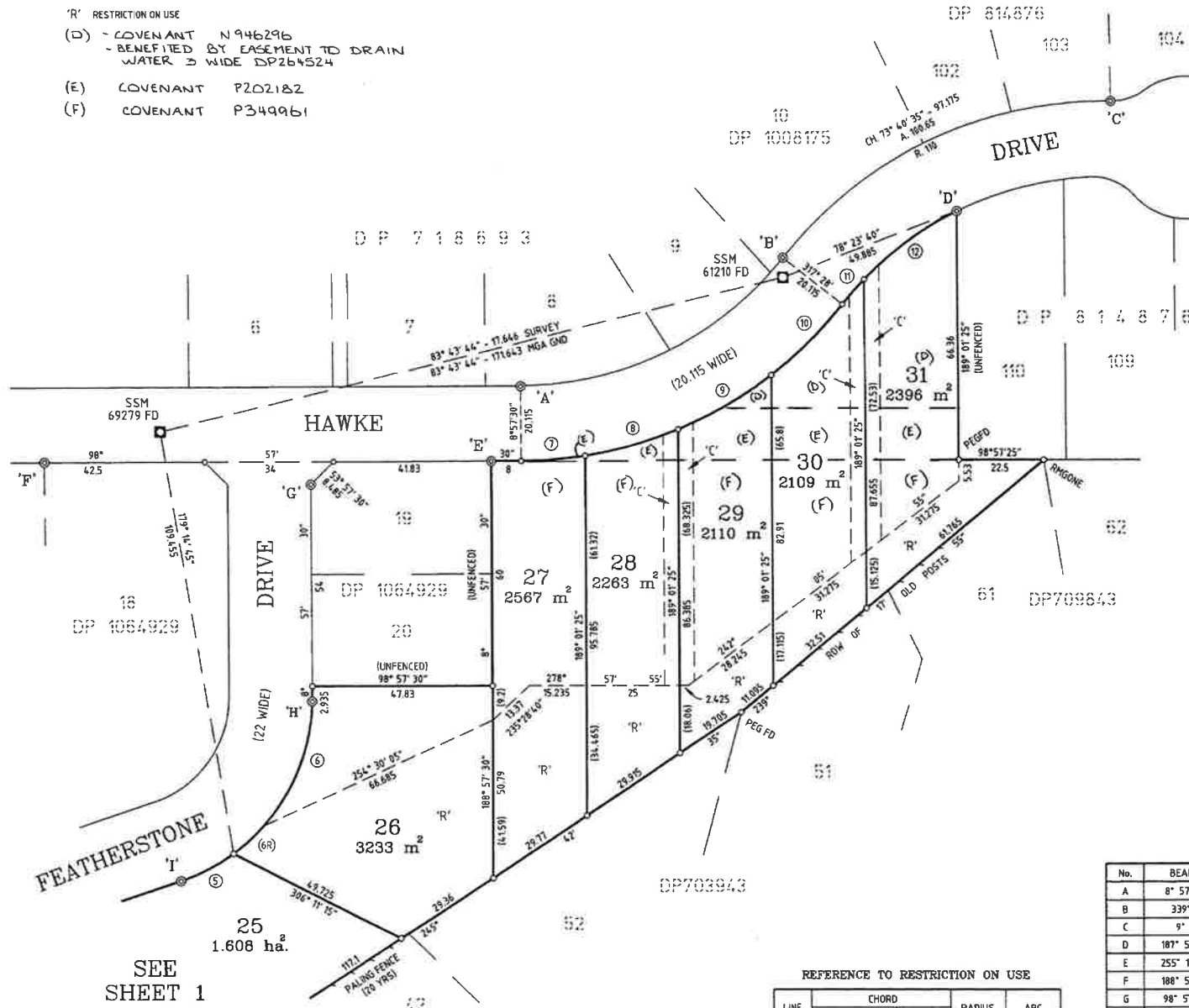
3-4-2008

DP1124223



G. N.

- 'C' RIGHT OF CARRIAGEWAY 4 WIDE
- 'R' RESTRICTION ON USE
- (D) COVENANT N 946296
- BENEFITED BY EASEMENT TO DRAIN WATER 3 WIDE DP264524
- (E) COVENANT P202182
- (F) COVENANT P349961



REFERENCE TO CURVED BOUNDARIES

LINE	CHORD		RADIUS	ARC
	BEARING	DIST.		
5	71° 41' 05"	15.675	51	15.735
6	35° 54' 05"	4.622	51	47.965
7	94° 31' 50"	17.06	110.115	17.075
8	83° 18' 55"	25.97	110.115	26.03
9	69° 00' 35"	28.875	110.115	28.955
10	54° 28' 35"	26.84	110.115	26.905
11	50° 18' 25"	8.905	89.885	8.91
12	63° 02' 30"	30.9	89.885	31.055

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK DETAILS
A	8° 57' 30"	3.45 & 16.6	RMDH&W'S FD IN KB (DP 718693)
B	339° 01'	3.69 & 17.5	RMDH&W'S FD IN KB (DP 718693)
C	9° 53'	3.9	RMDH&W FD IN GUT. (DP 814876)
D	187° 56' 30"	3.885	RMDH&W IN KB
E	255° 14' 20"	8.74	RMDH&W FD IN KB (DP 1064929)
F	188° 57' 30"	3.48 & 16.23	RMDH&W'S FD IN KB (DP 817908)
G	98° 57' 30"	4.305 & 17.605	RMDH&W'S FD IN KB (DP 817908)
H	98° 57' 30"	4.4 & 17.55	RMDH&W'S FD IN KB (DP 817908)
I	170° 31' 30"	4.4 & 17.55	RMDH&W'S FD IN KB (DP 817908)

REFERENCE TO RESTRICTION ON USE

LINE	CHORD		RADIUS	ARC
	BEARING	DIST.		
6R	56° 42' 35"	10.9	51	10.92

SEE SHEET 1

Req: R345196 / Doc: DP 1124223 P / Rev: 09-Apr-2008 / NSW LRS / Rgs: ALL / Pct: 23-Aug-2022 12:58 / Seq: 2 of 3
 © Office of the Registrar-General / Src: GlobalX / Ref: op06540001

Surveyor: IAN GRAHAM EVISON
 Date of Survey: 10 DECEMBER 2007
 Surveyor's Ref: 3571-07

PLAN OF SUBDIVISION OF
 LOT 21 DP 1064929 AND
 LOT 111 DP 814876

LGA: COFFS HARBOUR
 Locality: WOOLGOOLGA
 Subdivision No: 65/08
 Lengths are in metres. Reduction Ratio 1:800

Registered

 3-4-2008

DP1124223 P


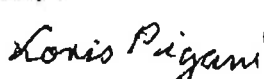
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

1. RIGHT OF CARRIAGEWAY 4 WIDE
2. RESTRICTION ON USE
3. POSITIVE COVENANT
4. RESTRICTION ON USE

ACN 552422844
 DRONLEAP PTY LIMITED
 by authority of the Board
 in the presence of:
 *William D Featherstone* Director
 *Loris L Pigani* Secretary

Use PLAN FORM 6A for additional certificates, signatures, seals and statements

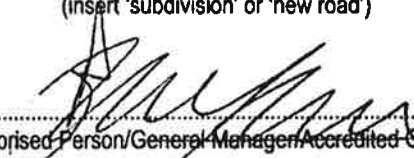
Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein
 (Insert 'subdivision' or 'new road')



 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: COFFS HARBOUR CITY COUNCIL
 Date of Endorsement: 21.2.08
 Accreditation no:
 Subdivision Certificate no: 65108
 File no: 1509105

* Delete whichever is inapplicable.



DP1124223 S

Registered:  20 3-4-2008
 Title System: **TORRENS**
 Purpose: **SUBDIVISION**

PLAN OF

SUBDIVISION OF LOT 21 DP 1064929 AND LOT 111 DP 814876

LGA: **COFFS HARBOUR**
 Locality: **WOOLGOOLGA**
 Parish: **WOOLGOOLGA**
 County: **FITZROY**

Surveying Regulation, 2006

I, **IAN GRAHAM EVISON**
 of **PO BOX 6136 COFFS HARBOUR 2450**
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on **10 DECEMBER 2007**

The survey relates to **LOTS 25 TO 31**
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature  Dated: 10/12/2007
 Surveyor registered under the *Surveying Act, 2002*

Datum Line **SSM 69279 TO SSM 61210**
 Type: **Urban/Rural**

Plans used in the preparation of survey/compilation

DP 838618 DP 1064929

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 3571-07

* OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

LENGTHS ARE IN METRES

Sheet 1 of 4 sheets



DP1124223 B

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by Council
Clerk's Certificate no:

FULL NAME & ADDRESS
OF PROPRIETOR OF LAND:

DRONLEAP PTY LTD
A.C.N. 29881200 002 422 844
of 2/71 Hood St, Coffs Harbour 2450

PART 1

1. Identity of easement or
restriction firstly referred to
in abovementioned plan.

Right of Carriageway 4 wide

Lots Burdened

28
29
30
31

Lots, Name of Road or Authority benefited

29
28
31
30

2. Identity of easement or
Restriction secondly referred to
in abovementioned plan.

Restriction on Use.

Lots Burdened

26, 27, 28, 29, 30 & 31

Lots, Name of Road or Authority benefited

Council of the City of Coffs Harbour

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan

Positive Covenants for maintenance of works

Lots burdened

Each lot

Lots, Name of Road or Authority benefited

Council of the City of Coffs Harbour

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 2 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by
Council Clerk's Certificate no:

4. Identity of easement or
Restriction fourthly referred
to in abovementioned plan

Restriction on Use

Lots Burdened

Lots, Name of Road or Authority benefited

Each lot

Every other lot

PART 2

TERMS OF EASEMENT OR RESTRICTION SECONDLY REFERRED TO IN
ABOVEMENTIONED PLAN

No development shall take place in the development exclusion area marked "R" on the plan, other than environmental protection works and/or environmental protection fencing.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restriction is the Council of the City of Coffs Harbour.

TERMS OF EASEMENT OR RESTRICTION THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN

The registered proprietor acknowledges works ("the works") have been effected on the land burdened in accordance with the Landscape Plan (LP) for this subdivision held in the office of Coffs Harbour City Council and numbered NSW06/053/02 and covenants with the said Council:-

- (a) to maintain the works in accordance with the LP
- (b) to do all things reasonably necessary to preserve the works;
- (c) for the purpose of ensuring observance of the covenants, the Council may, by its servants or agents, twice in every year at a reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than 2 days' notice, enter the land and view the condition of the works;
- (d) to remedy any default on its part to observe the requirements of the LP within 28 days of service by the Council of written notice by the Council requiring such remediation;

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO
USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919

Sheet 3 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited
Plan 1064929 and lot 111 Deposited
Plan 814876 covered by
Council Clerk's Certificate no:

- (e) that if remediation works are not effected within the said period of 28 days, or such longer period as the Council may allow in writing, the Council may by its servants or agents enter the land and effect the remediation works;
- (f) to pay to the Council on demand the cost of any remediation works so effected by the Council; and
- (g) to accept a certificate under the hand of the Council's General Manager as to the cost of such remediation works as conclusive evidence as to cost.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restriction is the Council of the City of Coffs Harbour.

TERMS OF EASEMENT OR RESTRICTION FOURTHLY REFERRED TO IN
ABOVEMENTIONED PLAN

- (a) So long as it remains the registered proprietor of any lot in this deposited plan, DRONLEAP PTY LIMITED its successors or assigns (other than purchasers on sale) shall not be required to contribute towards the cost of erecting or maintaining any dividing fence.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expenses of the persons requesting the same.

The person or persons having the right to release or vary or modify this restrictions is DRONLEAP PTY LIMITED or such other persons, company, or companies nominated by DRONLEAP PTY LIMITED for that purpose and if DRONLEAP PTY LIMITED shall no longer be the registered proprietor of any of the land comprised in the plan of subdivision and there shall be no such other person, company or companies so nominated then the person for the time being registered as the proprietor of the land in the plan of subdivision having common boundaries with the land burdened with the covenant.

The person or persons having the right to release or vary or modify this restriction is the Council of the City of Coffs Harbour.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Sheet 4 of 4 sheets

DP1124223

Subdivision of lot 21 in Deposited Plan 1064929 and lot 111 Deposited Plan 814876 covered by Council Clerk's Certificate no:

AT
The Common Seal of DRONLEAP)
PTY LIMITED ^{by authority of} was herewith affixed)
the Board in the presence of:)

ACN 002 422 844
~~298 87200~~

x D. Teahart

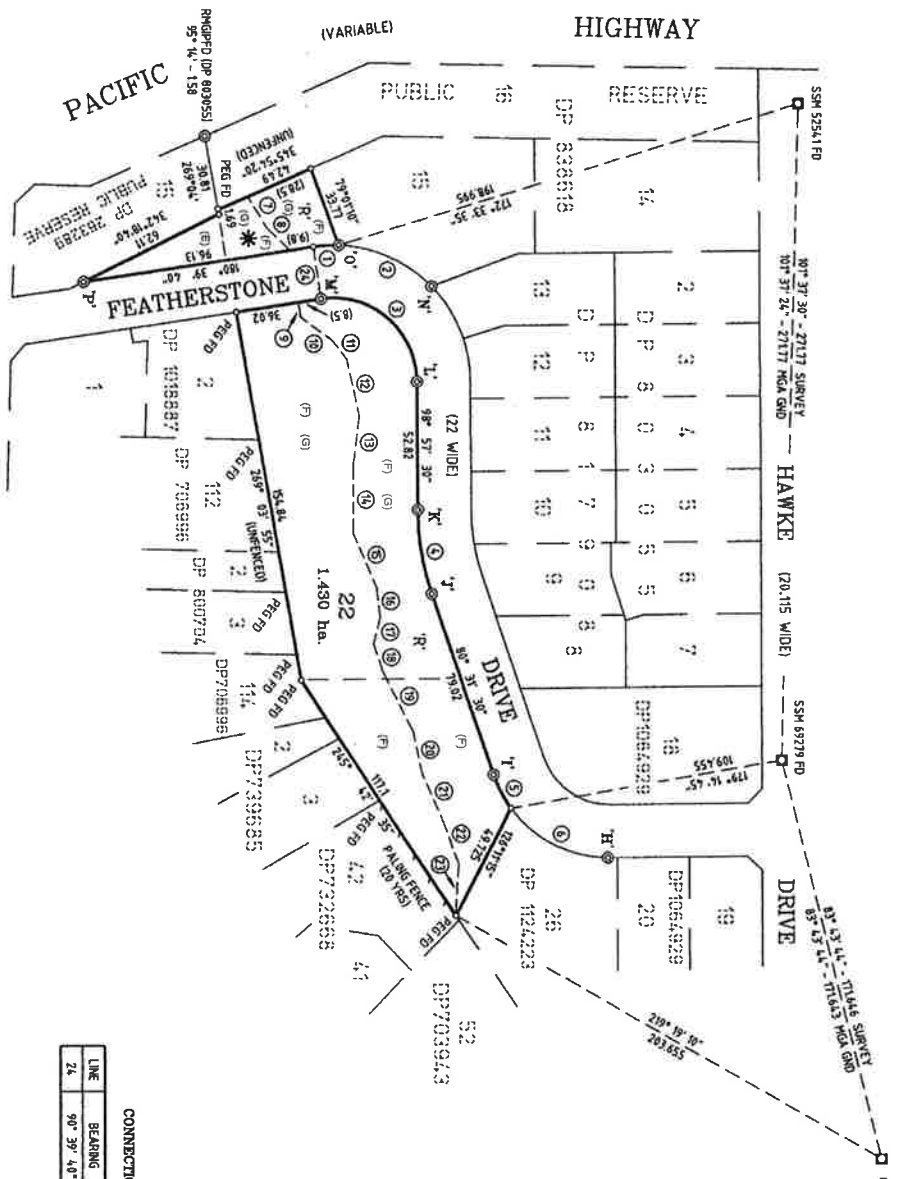
Director

x Louis Pignani

Secretary

[Signature]
MURIEL BRIDGES PARSON
COFFS HARBOUR CITY COUNCIL

REGISTERED  20 3-4-2008



* Lot 21 - 1780m²

MAP GRID OF AUSTRALIA CO-ORDINATES
 SOURCE: S.C.I.M.S. 16-01-2008

MARK	CO-ORDINATES ZONE 56	CLASS	ORDER	CSF
SSM 52541	518 480,842	6 667 785,346	8	0,999643
SSM 67210	518 571,475	6 667 669,354	8	0,999642
SSM 69279	518 746,933	6 667 650,613	8	0,999644

- (E) COVENANT - P202182
- (F) COVENANT - P349961
- (G) COVENANT - H490282
- R RESTRICTION ON USE

REFERENCE TO CURVED BOUNDARIES

LINE	CHORD BEARING	DIST.	RADIUS	ARC
1	86° 03' 30"	10.73	57	10.745
2	33° 48' 50"	42.635	57	43.148
3	49° 48' 30"	52.95	35	60.045
4	89° 44' 30"	35.555	111	35.71
5	71° 41' 05"	15.675	51	15.735
6	35° 54' 05"	44.32	51	47.545

CONNECTION

LINE	BEARING	DIST.
24	90° 39' 40"	22

REFERENCE TO RESTRICTION ON USE

LINE	BEARING	DIST.
7	67° 57' 05"	16.34
8	52° 43' 15"	12.34
9	90° 39' 30"	6.205
10	45° 20' 25"	16.455
11	66° 12' 15"	9.55
12	86° 44' 40"	23.745
13	106° 37' 25"	20.09
14	100° 37' 40"	29.185
15	73° 35' 55"	24.84
16	92° 33' 10"	12.17
17	112° 30' 30"	10.81
18	82° 40' 50"	11.6
19	72° 32' 25"	28.045
20	88° 03' 50"	17.325
21	76° 07' 20"	21.84
22	80° 01' 30"	21.85
23	103° 26' 10"	16.785

REFERENCE MARKS

No.	BEARING	DISTANCE	MARK DETAILS
H	98° 57' 30"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
I	710° 31' 30"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
J	710° 31' 30"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
K	188° 57' 30"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
L	188° 57' 30"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
M	90° 39' 40"	4.4 & 11.55	RHDH.W'S FD IN KB (DP 817980)
N	396° 41'	4.555	RHDH.W FD IN KB (DP 838480)
O	299° 52'	4.67	RHDH.W FD IN KB (DP 1142123)
P	273° 55'	4.475	RHDH.W FD IN KB (DP 838480)

Surveyor: IAN GRAHAM EVISON
 Date of Survey: 15 JULY 2008
 Surveyor's Ref: 3571-08

PLAN OF SUBDIVISION OF
 LOT 25 DP 1124223

LGA: COFFS HARBOUR
 Locality: WOOLGOLGA
 Subdivision No: 1009
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 17/08/2009



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)


SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



DP1142182 S

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919 AS AMENDED IT IS INTENDED TO CREATE:-

- 1. RESTRICTION ON USE

Registered:  17.08.2009
 Title System: TORRENS
 Purpose: SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 25 DP 1124223

Executed by DRONLEAF PTY LIMITED, ACN 002 422 844 in accordance with s127 of the Corporations Act

LGA: COFFS HARBOUR
 Locality: WOOLGOOLGA
 Parish: WOOLGOOLGA
 County: FITZROY

Director *David Featherstone* Secretary *Loris Piganoni*
 DAVID FEATHERSTONE LORIS PIGANONI

Surveying Regulation, 2006

I, IAN GRAHAM EVISON
 of PO BOX 6136 COFFS HARBOUR 2450
 a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on 15 JULY 2008

The survey relates to LOTS 21 TO 22
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 15/07/2008
 Surveyor registered under the *Surveying Act, 2002*

Datum Line SSM 69279 TO SSM 61210
 Type: ~~Urban/Rural~~

Crown Lands NSW/Western Lands Office Approval

I.....In approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein
 (insert 'subdivision' or 'new road')

[Signature]
 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: *COFFS HARBOUR CITY COUNCIL*
 Date of Endorsement: *27/11/08*
 Accreditation no:
 Subdivision Certificate no: *10109*
 File no: *88189*

Plans used in the preparation of survey/compilation

DP 1124223

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 3571-08

* Delete whichever is inapplicable.

* OFFICE USE ONLY

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 2



DP1142182 B

Subdivision of Lot 25 in Deposited Plan
1124223 covered by subdivision certificate
No. 10/09

Full name and address of
registered proprietor:

DRONLEAP PTY LTD
A.C.N. 29881200 of
271 Hood Street, Coffs Harbour NSW 2450

PART 1

1 Identity of easement or restriction
firstly referred to in abovementioned
plan

Restriction on Use

Lot(s) burdened

Lots 21 & 22

Lot(s), road(s), bodies or authority benefited

Coffs Harbour City Council

PART 2

Terms of restriction firstly referred to in abovementioned plan

No development shall take place in the development exclusion area marked 'R' on the plan, other than environmental protection works, environmental fencing, and works approved by determination of Development Consent No. 1509/05 dated 6 November 2006 and it's variation dated 13 February 2007.

Any release, variation or modification of this restriction shall be made in all respects at the cost and expense of the persons requesting the same.

Name of person, body or Authority empowered to release, vary or modify the restriction firstly referred to in the abovementioned plan:

Coffs Harbour City Council.

Authorised Officer
COFFS HARBOUR CITY COUNCIL

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919

Lengths are in metres

Sheet 2 of 2

DP1142182

Subdivision of Lot 25 in Deposited Plan
1124223 covered by subdivision certificate
No. 10/09

Executed by
~~The Common Seal of DRONLEAP)~~
~~PTY LIMITED was hereunto affixed)~~
in the presence of in accordance
with s127 of Corporations Act

Loris Pignani
.....
LORIS PIGNANI
Secretary

ACN ~~2488~~
002422844

David Featherstone
.....
DAVID FEATHERSTONE
Director

Executed for and on behalf of Coffs Harbour
City Council by the General Manager or
his/her delegate in the presence of:

[Signature]
.....

Authorised Person
Coffs Harbour City Council

REGISTERED



17.08.2009

COFFS HARBOUR CITY COUNCIL

Planning Certificate under Section 10.7(2) Environmental Planning and Assessment Act 1979



Certificate No: 1070316/23

Date of Issue: 24/08/2022

Property No: 2235810

(Email certificate to: info@mbtlawyers.com.au)

Applicant: MBT LAWYERS - SAM LANGLER
PO BOX 265
COFFS HARBOUR NSW 2450

Your Reference: SMP:SL:2022406

Owner's Name: MR DR VOYTAS & MRS DL VOYTAS

Address of Property: 20A-20C FEATHERSTONE DRIVE
WOOLGOOLGA NSW 2456

Legal Description: Lot 21 DP 1142182

Please Note:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land, then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Coffs Harbour City Council Local Environmental Plan 2013, is a reference to that instrument, as amended.

Section 10.7 (2) Matters

In accordance with section 10.7(2) of the Environmental Planning and Assessment Act 1979, at the date of this certificate the following information is provided in respect of the prescribe matters to be included in a planning certificate.

Coffs Harbour City Council

ABN 79 126 214 487

- All correspondence to be addressed to General Manager, Locked Bag 155, COFFS HARBOUR NSW 2450
- Administration Building, 2 Castle Street, COFFS HARBOUR
- Telephone (02) 6648 4000
- Email: coffs.council@chcc.nsw.gov.au
- Internet: www.coffsharbour.nsw.gov.au

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1. Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land:

The following environmental planning instruments apply to the land:

- North Coast Regional Plan 2036
- Coffs Harbour Local Environmental Plan 2013
- The following State Environmental Planning Policies may apply to the land:
 - State Environmental Planning Policy No. 65—Design Quality of Residential Apartment Development
 - State Environmental Planning Policy (Biodiversity and Conservation) 2021
 - State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
 - State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 - State Environmental Planning Policy (Housing) 2021
 - State Environmental Planning Policy (Industry and Employment) 2021
 - State Environmental Planning Policy (Planning Systems) 2021
 - State Environmental Planning Policy (Primary Production) 2021
 - State Environmental Planning Policy (Resilience and Hazards) 2021
 - State Environmental Planning Policy (Resources and Energy) 2021
 - State Environmental Planning Policy (Transport and Infrastructure) 2021

Note: Any enquiries regarding State Environmental Planning Policies should be directed to NSW Planning, Industry and Environment. The Policies may be viewed and downloaded from the following website:

<https://www.legislation.nsw.gov.au>

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Note: In this clause, proposed environmental planning instrument includes a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

(a) Draft Local Environmental Plans

No plans on exhibition relate to this land.

(b) Draft State Environmental Planning Policies

No draft policies are on exhibition at this time.

Any enquiries regarding draft State Environmental Planning Policies should be directed to NSW Planning, Industry and Environment. The Policies may be viewed and downloaded from the following website:

<http://www.planning.nsw.gov.au/>. The accuracy of this information should be validated with NSW Planning, Industry and Environment.

(3) The name of each development control plan that applies to the carrying out of development on the land:

- Coffs Harbour Development Control Plan 2015

2. Zoning and Land Uses under relevant Local Environmental Plan

Under Coffs Harbour Local Environmental Plan 2013:

(a) the identity of the zone:

IN1 General Industrial zone

(b) to (d) development that may be carried out without consent, development that may be carried out with consent, and development that is prohibited:

ZONE IN1 GENERAL INDUSTRIAL

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area, but only if they do not compromise the land being used for industrial purposes.
- To allow for uses that are industrial in nature and which do not detract from the core commercial functions of the Coffs Harbour City Centre.
- To encourage active living through the provision of healthy built environments, safe streets, greener connections and walking and cycling infrastructure.
- To ensure that development reflects design excellence and is of a high visual quality in its presentation to the public realm.

2 Permitted without consent

Building identification signs; Home occupations

3 Permitted with consent

Agricultural produce industries; Depots; Dwelling houses; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Industrial training facilities; Kiosks; Landscaping material supplies; Light industries; Liquid fuel depots; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Rural supplies; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle sales or hire premises; Warehouse or distribution centres; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Commercial premises; Correctional centres; Eco-tourist facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Health services facilities; Heavy industrial storage establishments; Heavy industries; Highway service centres; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Pond-based aquaculture; Recreation facilities (major); Registered clubs; Residential accommodation; Respite day care centres; Restricted premises; Rural industries; Tourist and visitor accommodation; Water recreation structures; Wharf or boating facilities

- (e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,

There are no development standards which apply to the land which fix minimum land dimensions specific to the erection of a dwelling-house on the land.

Note: Where the area of the subject land is less than that shown on the Lot Size Map, to obtain information in relation to the permissibility of a dwelling it is recommended that a Permissibility of a dwelling enquiry, for which a fee is payable in accordance with Council's adopted Fees & Charges Schedule, be submitted to Council. Contact Council's Customer Services Section on (02) 6648 4000 for further information.

- (f) whether the land includes or comprises critical habitat

The land does not include or comprise critical habitat.

- (g) whether the land is in a conservation area:

No

- (h) whether an item of environmental heritage (however described) is situated on the land.

No

3. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

The Housing Code only applies to development on land in Zones R1, R2, R3, R4, RU5 and therefore does not apply to the land.

Rural Housing Code

The Rural Housing Code only applies to development on land in Zones RU1, RU2, RU3, RU4, RU6, R5 and therefore does not apply to the land.

Low Rise Housing Diversity Code

The Low Rise Housing Diversity Code only applies to development on land in Zones RU5, R1, R2, R3 and therefore does not apply to the land.

Greenfield Housing Code

The Greenfield Housing Code only applies to development on land within the Greenfield Housing Code Area, and therefore does not apply to the land.

Housing Alterations Code and General Development Code

Complying development **Housing Alterations Code and General Development Code** may be carried out for the reason that the as the land is not excluded from the application of the Code by clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note 1:

The **Housing Alterations Code** applies to certain types of internal and external alterations refer to Part 4, Sections 4.3 and 4.4 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Note 2:

The **General Development Code** applies to certain types of development refer to Part 4A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Commercial and Industrial (New Buildings and Additions) Code

Complying development for the purposes of the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out. The reasons for this are as follows:

River 40m Buffer

Note 1:

Council's records indicate that the land, the subject of this certificate, may have a 'land based exclusion' (constraint) that may affect all or part of the subject land. To ascertain the extent of the land based exclusion, on the subject land, refer to Council's website www.coffsharbour.nsw.gov.au and use the on-line mapping tools to identify the constraints on the subject land. Exempt and Complying development may still be able to be carried out on those parts of the subject land not impacted by the exclusion/constraint.

Note 2:

Where the land is affected by coastal processes, development on the lot will need to take into account the effects of coastal processes. Council requires residential development and commercial/tourism development to be free from the effects of coastal processes for the planning period.

4B. Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

No

Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

5. Mine Subsidence

Has the land been proclaimed to be a Mine Subsidence District within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

6. Road Widening and Road Realignment

Is the land affected by any road widening or road realignment under:

- (i) Division 2 of Part 3 of the *Roads Act 1993*;

No, the road is not affected by a Road Widening Order under Division 2 Part 3 of the Roads Act 1993

- (ii) any environmental planning instrument; or

No

- (iii) any resolution of the Council?

No

7. Council and other Public Authority Policies on Hazard Risk Restrictions

Whether or not the land is affected by a policy:

- (a) adopted by the Council; or

- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

No, Council does not have any policies that restrict development of the subject land.

7A. Flood related development controls

- (1) Is land or part of the land within the flood planning area and subject to flood related development controls?

The land is within the flood planning area and is thus subject to flood related development controls provided by the *Coffs Harbour Local Environmental Plan 2013* and *Coffs Harbour Development Control Plan 2015*.

- (2) Is the land or part of the land between the flood planning area and the probable maximum flood, and subject to flood related development controls?

Unknown

8. Land Reserved for Acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument that is applicable to the land makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.

No such provision in an environmental planning instrument or proposed environmental planning instrument applies to the land.

9. Contributions Plans

The name of each contributions plan applying to the land.

(a) Contribution Plans applying to all land within the Coffs Harbour Local Government Area:

- *Contributions Plan - Coffs Harbour Administration Levy 2019*
- *Contributions Plan - Water Supply Development Servicing Plan 2019*
- *Contributions Plan - Surf Rescue Facilities 2019*
- *Contributions Plan - Coffs Harbour Mines and Extractive Industries 2016*
- *Contributions Plan - Coffs Harbour Open Space 2017*
- *Contributions Plan - Coffs Harbour Road Network 2016*
- *Contributions Plan - Wastewater Development Servicing Plan 2019*

(b) Contribution Plans that apply specifically to the land to which this certificate applies:

- *No Developer Contribution Plans linked specifically to this land*

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

No

10. Private Land Conservation Agreements

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5, of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

Council has not been notified of the existence of a biodiversity stewardship agreement.

10A. Native vegetation clearing set asides

If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

The land does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bushfire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

Some of the land is bush fire prone land. Refer to Council's online mapping service to confirm the extent of this area on the property.

12. Property Vegetation Plans

If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003 (and that continues in force)* applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

No Property Vegetation Plan applies to the land.

13. Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

No orders under the *Trees (Disputes between Neighbours) Act 2006* have been made in relation to a tree on the land.

14. Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No such Direction exists on the land for the purpose of a project that would otherwise be prohibited under the Act.

15. Site compatibility certificates and conditions for seniors housing

- (a) Under the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004, is there a valid site compatibility certificate (seniors housing), but only to the extent that Council has been notified of the certificate, in respect of proposed development on the land?

Coffs Harbour City Council has no record of a current site compatibility certificate (seniors housing) applying to the subject land. For further information, please contact the Department of Planning, Industry and Environment.

Note: In providing this advice, the Council does not express a view on whether the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies to the land. See clause 4 of the Policy for further information.

- (b) Have any terms of a kind referred to in clause 18(2) of that Policy been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

Is there a valid site compatibility certificate (infrastructure), but only to the extent that Council has been so notified of the certificate, in respect of proposed development on the land?

Coffs harbour City Council has no record of a current site compatibility certificate (infrastructure, schools and TAFE establishments) applying to the subject land. For further information, please contact the Department of Planning, Industry and Environment.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) Is there a valid site compatibility certificate (affordable rental housing), but only to the extent that Council has been so notified of the certificate, in respect of proposed development on the land?

Coffs Harbour City Council has no record of a current site compatibility certificate (affordable rental housing) applying to the subject land. For further information, please contact the Department of Planning, Industry and Environment.

- (2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No

18. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

There is no such development plan that applies to the Land or proposed to be the subject of a consent ballot and no subdivision order applies to the Land.

19. Site verification certificates

Is there a current site verification certificate, but only to the extent that Council has been notified of the certificate, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

There are no current site verification certificates applicable to the land.

20. Loose-fill asbestos insulation

Are any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, located on the land?

The land does not include any residential premises that are included on the Loose-fill asbestos insulation register maintained by NSW Fair Trading.

21. Affected building notices and building product rectification orders

- (1) Is the land subject to an affected building notice, as defined in Part 4 of the [Building Products \(Safety\) Act 2017](#), of which Council is aware and that is currently in force?

Council is not aware of any affected building notice that is currently in force on the land.

- (2) Is the land subject to any in force building product rectification order, as defined in the [Building Products \(Safety\) Act 2017](#), which Council is aware of, and that has not been fully complied with?

Council is not aware of any building product rectification order that is currently in force on the land.

- (3) Is the land subject to an outstanding notice of intention to make a building product rectification order, which Council is aware of?

Council is not aware of any outstanding notice of intention to issue a building product rectification order on the land.

22. Contaminated Land

Are any of the following matters prescribed by Section 59(2) of the *Contaminated Land Management Act 1997* applicable to the land:

(a) Is the land to which the certificate relates significantly contaminated land?

No

(b) Is the land to which the certificate relates subject to a management order?

No

(c) Is the land to which the certificate relates subject to an approved voluntary management proposal?

No

(d) Is the land to which the certificate relates subject to an ongoing maintenance order?

No

(e) Is the land to which the certificate relates subject to a site audit statement that has been provided to Council at any time?

No

Note: This question relates to contaminated land under the Contaminated Land Management Act 1997, and does not indicate previous contaminating land uses such as banana cultivation. The presence of banana contaminated land may be indicated on a Section 10.7 (5) certificate and through Council's online mapping tool.

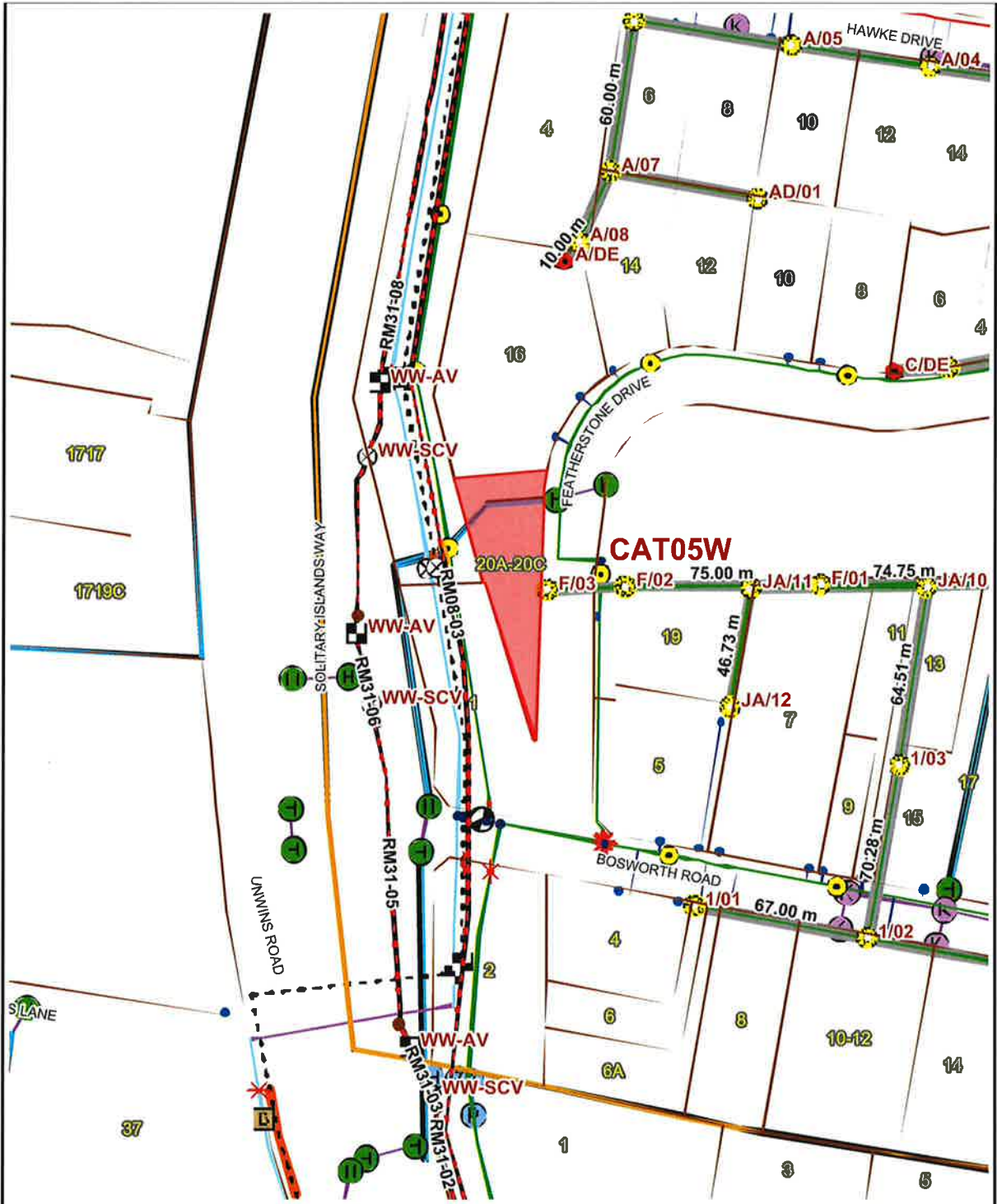
On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the [Planning Portal](#).

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

For further information regarding this Certificate, please contact Council on 6648 4000.

Natalia Cowley
General Manager



TechnologyOne Spatial - Intramaps

Scale: 1:2257
 Projection: GDA94 / MGA zone 56
 Date: 23/08/2022, 1:25 PM
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Water:

- Water Meters
- Water - Fittings Node
- Water Mains Breaks
 - 2015 - 2020
 - 2011 - 2015
 - 2000 - 2010
 - Unknown
- Water - Valves
 - Value - Air
 - Value - Air - Double Action
 - Value - Pressure Reducing
 - Value - Scour
 - Value - Stop
 - Always Closed Stop Valve
 - Value - Stop Valve (Ox)
 - Value - Swing Check
 - Renal Patient Alert
- Water - Hydrants
- Water - Reservoirs
- Water - Pump Stations
- Water - Main
 - 050
 - 100
 - 150
 - 200
 - 225
 - 250
 - 300
 - 375
 - 450
 - 500
 - 525
 - 600
 - 750
 - 1000
 - 100NIU
 - 200NIU
 - 225NIU
 - 250NIU
 - 300NIU
 - 500NIU
 - Unknown
- Water - Pipe Crossing
- Water - Service
- Water - Ref. Drawing Plans
- Water - Valve Pit Access Chambers
- Water Catchments
- Water (decommissioned):**
 - Water - Hydrants decom.
 - Water - Main decom.
 - Water - Valve decom.
 - Water - Fittings decom.
 - Water - Valve Pits Access Chambers decom.

Recycled Water (decommissioned):

- Recycled Water - Fittings decom.
- Recycled Water - Valves decom.
- Unknown
- Air Valve
- Scour
- Stop Valve
- Recycled Water - Mains decom.
- Recycled Water - Mains Breaks decom.
- Recycled Water - Valve Pits Access Chambers decom.

Recycled Water:

- Recycled Water - Fittings
- Recycled Water - Valves
- Unknown
- Air Valve
- Scour
- Stop Valve
- Recycled Water - Meters
- Recycled Water - Pump Stations
- Recycled Water - Mains Breaks
- Recycled Water - Reservoirs
- Recycled Water - Service
- Recycled Water - Mains
- Recycled Water - Pipe Crossing
- Recycled Water - Valve Pits Access Chambers

Stormwater:

- Stormwater - GPT Simple
- Stormwater - GPT Complex
- Stormwater - Pits
 - CHCC General
 - Other
 - Private
 - Unknown
- Stormwater - Headwalls
- Stormwater - BCu/vet
- Stormwater - Pipes
 - CHCC General
 - Other
 - Private
 - Unknown
- Stormwater - Channels
- Stormwater - Detention Basins

Asset/Utilities Legend Page (A4)

Fibre Optic:

- Fibre Optic Pits
 - Normal
 - All Other Values
- Fibre Optic Cable

Sewer (decommissioned):

- Sewer Fittings - decom.
- Sewer Manholes - decom.
- Sewer Valves - decom.
 - Other Valves
 - Air Valve
 - Valve - Double Air
 - Scour
 - Stop Valve
- Sewer Dead Ends - decom.
- Sewer Pump Stations - decom.
 - Unknown
 - CHCC
 - PRIVATE
- Sewer Mains - decom.
- Sewer Rising Mains - decom.
- Sewer - Valve Pits Access Chambers decom.

Sewer:

- Sewer - Fittings Node
- Sewer - Dead End
- Sewer - Valves
 - Air Valve
 - Valve - Double Air
 - Scour
 - Stop Valve
 - Other Valves
- Sewer - Connections
 - Sewer Connection - Domestic
 - Sewer Connection - Commercial
 - Sewer Connection - Networks
 - Unknown
- Sewer - Manholes
 - Manhole
 - Manhole - Designed Overflow
 - Manhole - Overflows
 - Manhole - Rising Main Discharge
- Sewer - Pump Stations
 - CHCC
 - PRIVATE
 - Unknown
- Sewer Mains Breaks
 - Unknown
 - 2000 - 2010
 - 2011 - 2015
 - 2016 - 2020
- Sewer Catchments
- Ref. Drawings Plans
- Sewer - Valve Pits Access Chambers
- Sewer - Main
 - Main Diameter - 100
 - Main Diameter - 150
 - Main Diameter - 180
 - Main Diameter - 200
 - Main Diameter - 225
 - Main Diameter - 250
 - Main Diameter - 280
 - Main Diameter - 300
 - Main Diameter - 350
 - Main Diameter - 375
 - Main Diameter - 400
 - Main Diameter - 450
 - Main Diameter - 500
 - Main Diameter - 525
 - Main Diameter - 600
 - Main Diameter - 675
 - Main Diameter - 750
 - Main Diameter - 800
 - Main Diameter - 900
 - Null Values
- Sewer - Rising Mains
 - Private Rising Main
 - Pipe Bridge
 - Rising Mains (Pressure)
 - Unknown
 - Sewer - Pipe Crossings
 - Sewer House Lines

Original 982008158

16

TAX INVOICE / STATEMENT

(DELETE AS APPROPRIATE)

DATE 4-8-2020

TO DAVID VONTAS

5 DAMMEREZ CR EMERALD BEACH NSW

ADMINISTRATION

ORDER NO 498

FROM A MORRIS CONSTRUCTIONS

21A BELLINGEN RD COORS HARBOUR NSW

ADMINISTRATION 85 934 763 535

QTY	DESCRIPTION	PRICE	GST	TOTAL
	INSTALL SOIL, GARDEN BED, METAL RAIL, PAVERS, PAVERS, GRASS TO FRONT YARD			\$ 1350.00
	SUPPLY AND INSTALL CONCRETE FOOTING FOR LETTER BOX			\$ 370.00
	SUPPLY / SAND AND CEMENT FOR PAVERS			\$ 60.00

COMMONWEALTH BANK

ACCOUNT NAME ANDREW MORRIS

BSB 06 266 7

ACCOUNT 102 194 78

\$ 1780.00

TOTAL INCLUSIVE OF G.S.T. \$ 1780.00

Total includes G.S.T. of \$ 1780.00

TOTAL \$ 1958.00



fire engineering and more

Anthony Hulbert *Fire Engineer*
BSc MFireSafeEng MIFE
NSW Reg no. BDC2216
Phone: 0423625974
Email: ahulbert@westnet.com.au
ABN 12427393792

Tax Invoice No. APH 0607/22

ATT:
Dave Voytas
Brewery Development
20A-20C Featherstone Drive

Date	Service Details	Service Charge
20/07/2022	Provide fire engineering assessment and report for performance solution at 20A-20C Featherstone Drive Woolgoolga NSW 2456 Includes liaison with council and any site visits	\$5020.00
	GST	\$502.00
	Total	\$5522.00
Cheques payable to Anthony Hulbert & forwarded to 111a Victoria St Coffs Harbour or Internet Banking; BSB; 533 000 Acc. No; 10688859 Acc. Name; Basic Business Access		



fire engineering *and more*

Anthony Hulbert *Fire Engineer*

BSc MFireSafeEng MIFE

NSW Reg. No. BDC2216

Phone: 0423625974

Email: ahulbert@westnet.com.au

ABN 12427393792

Fire Engineering Report

External Walls Industrial Buildings

20A-20C Featherstone Drive

Woolgoolga NSW 2450


6th July 2022

Project title	External Walls Industrial Buildings 20A-20C Featherstone Drive Woolgoolga NSW 2456
Reference	APH 0607/22


Revision History

Revision No.	Prepared By	Description	Date
1	Anthony Hulbert	PBDB	06-07-2022
Final	Anthony Hulbert	FER (Final)	19-07-2022

Document Acceptance

Action	Name	Signed	Date
Prepared By	Anthony Hulbert		06-07-2022
Reviewed By			
Approved By			
On Behalf Of	David Voytas		

Stakeholders

Name	Stakeholder	Role	Signed	Date
David Voytas	Owner	Owner		
Josh Rees	Coffs Harbour City Council	Accredited Building Certifier		
Anthony Hulbert	APH Fire	Fire Engineer		06-07-2022

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1.0 Introduction

1.1 The Report

This Fire Engineering Report has been prepared by APH Fire on behalf of David Voytas to provide a fire engineering assessment for omitting Fire Resisting Level (FRL) lightweight construction external walls at 20A-20C Featherstone Drive Woolgoolga NSW. The following fire engineering assessment and subsequent report considers the non-compliant Deemed-to-Satisfy provisions of non FRL external walls brought to my attention by David Voytas.

1.2 Scope

APH Fire has been appointed by David Voytas to consider the removal of lightweight FRL external wall for the proposed development at 20A-20C Featherstone Drive Woolgoolga.

This Fire Engineering Report has been compiled from numerous phone calls and emails with David Voytas, Josh Rees and other stakeholders which are provided in Table 2 below. There have been several plans, documents, specifications, and drawings received for the preparation of the report and for the analysis of the trial design.

The proposed development will consist of 2 industrial buildings of single level with their external walls on the western boundary. Type C construction requires external walls less than 1.5m from their boundaries to have an FRL of 90/90/90, external walls between 1.5m and 3m require an FRL of 60/60/60 and if greater than 3m no FRL is required. The proposed development will utilize the council reserve to the west to satisfy the Deemed to Satisfy (Dts) provisions where external walls are greater than 3m from a boundary or a fire source feature where no FRL requirements are needed. The proviso will be that when the council reserve changes its use, and a fire source feature is created the owner will be required to upgrade the external walls to meet the Dts provisions or consider an additional performance solution.

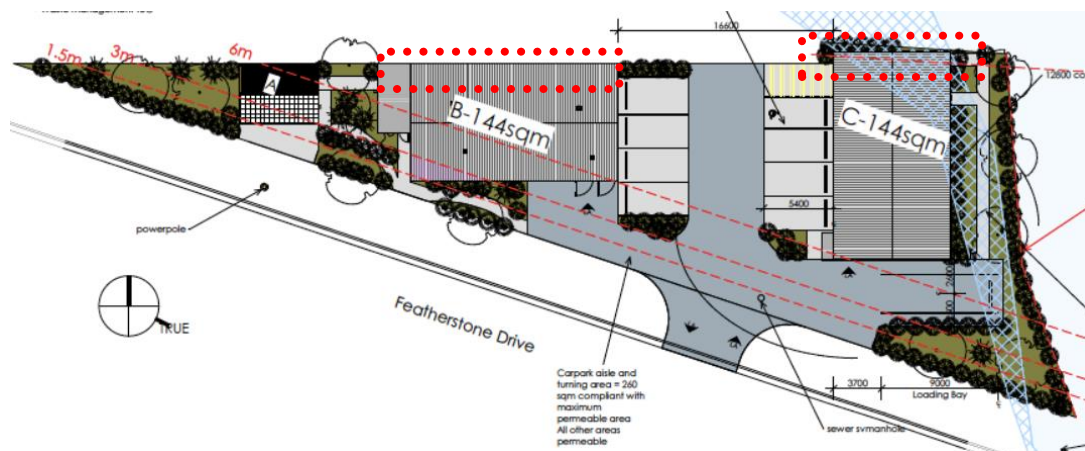


Figure 1 – Plan view of site, external walls and western boundary

1.2.1 NCC Non-Compliance

The following table provides non-compliance raised by the client omitting the FRL lightweight external walls from the National Construction Code (BCA) 2019 (Amdt. 1) – Volume One.

No	Non-Compliance Description
1	Specification C1.1 Fire Resisting Construction 5. Type C Fire Resisting Construction 5.1 Fire-resistance of building elements Table 5 Type C Construction FRL of Building Elements External Walls < 1.5m require FRL 90/90/90, see Appendix A.

Table 1

1.2.2 Meeting the Performance Requirements

A2.0 Compliance

Compliance with the NCC is achieved by complying with—

- (1) the Governing Requirements of the NCC; and
- (2) the Performance Requirements.

A2.1 Compliance with the Performance Requirements

Performance Requirements are satisfied by one of the following, as shown in Figure 1:

- (1) A Performance Solution.
- (2) A Deemed-to-Satisfy Solution.
- (3) A combination of (1) and (2).

A2.2 Performance Solution

- (1) A Performance Solution is achieved by demonstrating—
 - (a) compliance with all relevant Performance Requirements; or
 - (b) the solution is at least equivalent to the Deemed-to-Satisfy Provisions.
- (2) A Performance Solution must be shown to comply with the relevant Performance Requirements through one or a combination of the following Assessment Methods:
 - (a) Evidence of suitability in accordance with Part A5 that shows the use of a material, product, plumbing and drainage product, form of construction or design meets the relevant Performance Requirements.
 - (b) A Verification Method including the following:
 - (i) The Verification Methods provided in the NCC.
 - (ii) Other Verification Methods, accepted by the appropriate authority that how compliance with the relevant Performance Requirements.
 - (c) Expert Judgement.
 - (d) Comparison with the Deemed-to-Satisfy Provisions.

(3) Where a Performance Requirement is satisfied entirely by a Performance Solution, in order to comply with (1) the following method must be used to determine the Performance Requirement or Performance Requirements relevant to the Performance Solution:

- (a) Identify the relevant Performance Requirements from the Section or Part to which the Performance Solution applies.
- (b) Identify Performance Requirements from other Sections or Parts that are relevant to any aspects of the Performance Solution proposed or that are affected by the application of the Performance Solution.

A2.3 Deemed-to-Satisfy Solution

(1) A solution that complies with the Deemed-to-Satisfy Provisions is deemed to have met the Performance Requirements.

(2) A Deemed-to-Satisfy Solution can show compliance with the Deemed-to-Satisfy Provisions through one or more of the following Assessment Methods:

- (a) Evidence of suitability in accordance with Part A5 that shows the use of a material, product, plumbing and drainage product, form of construction or design meets a Deemed-to-Satisfy Provision.
- (b) Expert Judgement.

(3) For Volume Two:

- (a) Where an acceptable construction manual and an acceptable construction practice contained in the same Part are considered to satisfy the same component of a Performance Requirement, in order to comply with the Deemed-to-Satisfy Provisions it is only necessary to satisfy—
 - (i) the appropriate acceptable construction manual; or
 - (ii) the appropriate acceptable construction practice.
- (b) Where an acceptable construction manual and an acceptable construction practice contained in the same Part are deemed to satisfy different components of a Performance Requirement, compliance with the Deemed-to-Satisfy Provisions may require satisfying both the listed acceptable construction manual and the acceptable construction practice for their specific components unless otherwise stated.

A2.4 A combination of solutions

(1) Performance Requirements may be satisfied by using a combination of Performance Solutions and Deemed-to-Satisfy Solutions.

(2) When using a combination of solutions, compliance can be shown through the following, as appropriate:

- (a) A2.2 for assessment against the relevant Performance Requirements.
- (b) A2.3 for assessment against the relevant Deemed-to-Satisfy Provisions.

(3) Where a Performance Requirement is satisfied by a Performance Solution in combination with a Deemed-to-Satisfy Solution, in order to comply with (1), the following method must be used to determine the Performance Requirement or Performance Requirements relevant to the Performance Solution:

- (a) Identify the relevant Deemed-to-Satisfy Provisions of each Section or Part that are to be the subject of the Performance Solution.
- (b) Identify the Performance Requirements from the same Sections or Parts that

are relevant to the identified Deemed-to-Satisfy Provisions.

(c) Identify Performance Requirements from other Sections or Parts that are relevant to any aspects of the Performance Solution proposed or that are affected by the application of the Deemed-to-Satisfy Provisions that are the subject of the Performance Solution.

1.3 Project Stakeholders

Name	Role	Organisation	Telephone	email
David Voytas	Owner	Brewery	0433519541	davidv76@me.com
Anthony Hulbert	Fire Engineer	APH Fire	0423625974	ahulbert@westnet.com.au
Joshua Rees	Accredited Building Certifier	Coffs Harbour City Council	02 6648 4638	joshua.rees@chcc.nsw.gov.au

Table 2

1.4 General Information

Regulatory Framework

The following legislation provides the instruments for planning and development in NSW;

1. NSW Environmental Planning and Assessment Act 1979 and its amendments.
2. NSW Environmental Planning and Assessment Regulations 2000 and its amendments.

References

1. International Fire Safety Engineering Guidelines, Fire Code Reform Centre, Australia, March 2005.
2. Building Code of Australia, Volume One, Australian Building Code Board, 2019 (Amdt 1)
3. Guide to the Building Code of Australia, Volume One, Australian Building Code Board, 2019 (Amdt 1)
4. The SFPE Handbook of Fire Protection Engineering, 5nd edn, DiNenno P.J. (ed.), National Fire Protection Association, Quincy, MA., USA.
5. Fire Brigade Intervention Model, Australian Fire Authorities Council, Version 2.1 November 1997.
6. <https://www.gyprock.com.au/resources/redbook>

7. https://rg-guidelines.nswlrs.com.au/deposited_plans/reserves_public_drainage/public_reserves

Documentation

Documents provided for this assessment.

Ref/Sheet No.	Version	Prepared By	Date
LAB Design, DA Approved ID 6543358	2	Scott Stewart	20/3/19

Table 3

NOTE AND DISCLAIMER:

- APH Fire makes all reasonable efforts to incorporate practical and advanced fire protection concepts into its advice. The recommendations adopted in this report have been based on the assessment and analysis of this report and cannot guarantee that a building will survive an extreme fire event on every occasion. This is substantially due to the unpredictable behaviour and nature of fire and the difficulties associated with extreme events such as arson or terrorist activities.
- The implementation of this Fire Safety Engineering Strategy including detailed development of drawings and specifications; the installation of hardware and construction systems; the operation and maintenance of those systems is the responsibility of others. Any changes in the building design, the occupant characteristics or fuel load conditions outside of those considered in this report may result in outcomes not anticipated by the strategy and therefore must be reviewed.

2.0 Building and Occupant Characteristics

2.1 BCA Description

The following table describes the general DtS provisions of the building according to the BCA (NCC) Volume One 2019 (Amdt 1).

NCC DtS Clause		Description
A3.2	Building Classifications	Class 6 & 8
C1.2	Rise in Storeys	1
A1.1	Effective Height	Approx. 8m
C1.1	Type of Construction	C Type
C2.2	General Floor Area & Volume	Total Approx. 300m ² & 2400m ³

Table 4

The single level industrial buildings will be constructed of steel portal frame and colorbond cladding walls and roofing. The floors will be reinforced concrete; the 2 buildings will have a total floor area of approximately 300m². The western walls require an FRL of 90/90/90 from the outside, achievable utilising lightweight fire rated plasterboard, the non-compliance to be addressed in this report.

2.2 Occupant Characteristics

The occupant characteristics are not part of the performance solution.

2.3 Population

The occupant population is not part of the performance solution. The non-compliance considers fire spread from an external source (boundary) and not the life safety of the occupants. Life safety is not an issue for this occupancy considering the site is occupied during the daylight hours only and it is not a place where people will be sleeping.

3.0 Hazards, Preventive and Protective Measures

3.1 Fire Hazards

The following table describes possible hazards that may be associated with the building classification. No significant fire hazards are expected from these industrial buildings.

Hazard Type	Details
Ignition sources	<ul style="list-style-type: none"> ➤ Electrical machinery malfunctions ➤ Equipment faults (overheating bearings etc.) ➤ Vehicles (forklifts and trucks) ➤ Hot works ➤ Arson
Fuel sources	<ul style="list-style-type: none"> ➤ Vehicles ➤ Machinery and equipment ➤ Boxes and packing materials

Table 5

3.2 Preventative and Protective Measures

The following table provides details of existing preventable and protective measures that will exist in this industrial building.

Preventative & Protective Measures	Details
Fire Ignition, Development and Control (IFEG Sub-system A)	<ul style="list-style-type: none"> ➤ High occupant awareness (high ceiling & open space) ➤ Fire hose reels and fire extinguishers ➤ Electrical switchboard – circuit breakers ➤ Safety switches on equipment ➤ Procedures for Hot Works
Smoke Development, Spread and Control (IFEG Sub-system B)	<ul style="list-style-type: none"> ➤ Fire hose reels and fire extinguishers
Fire Spread, Impact and Control (IFEG Sub-system C)	<ul style="list-style-type: none"> ➤ Fire hose reels and fire extinguishers
Fire Detection, Warning and Suppression (IFEG Sub-system D)	<ul style="list-style-type: none"> ➤ Non-residential building ➤ High ceilings & open space ➤ Fire hose reels and fire extinguishers
Occupant Evacuation and Control (IFEG Sub-system E)	<ul style="list-style-type: none"> ➤ Required exits ➤ Emergency lighting and exit signs ➤ Fire hose reels and fire extinguishers
Fire Service Intervention (IFEG Sub-system F)	<ul style="list-style-type: none"> ➤ Fire hose reels and fire extinguishers ➤ Fire (street) hydrant as per AS 2419 (assumption)

Table 6

4.0 Performance Provisions

4.1 Proposed Variations to DtS Provisions

The following table provides a summary of the non-compliance for the fire engineering assessment, brought to the client’s attention by Josh Rees from Council.

No.	Performance Requirements	DtS Non-Compliance	Description
1	CP2	5. Type C Fire Resisting Construction 5.1 Fire-resistance of building elements Table 5 Type C construction: FRL of building elements External Walls (including any column and other building element incorporated within it) or other external building element where the distance from a fire source feature to which it is exposed is – Less than 1.5m _____ 90/90/90 For Class 6 & 8 buildings	The proposed development will not provide an FRL for external walls within 3m of the western boundary. See Appendix A.

Table 7

4.2 BCA DtS Provisions

The DtS Provisions.

Definitions

Fire-source feature means—

- (a) the far boundary of a road, river, lake or the like adjoining the allotment; or
- (b) a side or rear boundary of the allotment; or
- (c) an external wall of another building on the allotment which is not a Class 10 building.

5. TYPE C FIRE-RESISTING CONSTRUCTION

5.1 Fire-resistance of building elements

In a building required to be of Type C construction—

- (a) a building element listed in Table 5 and any beam or column incorporated in it, must have an FRL not less than that listed in the Table for the particular Class of building concerned; and
- (b) an external wall that is required by Table 5 to have an FRL need only be tested from the outside to satisfy the requirement; and
- (c) a fire wall or an internal wall bounding a sole-occupancy unit or separating adjoining units must comply with Specification C1.8 if it is of lightweight construction and is required to have an FRL; and
- (d) in a Class 2 or 3 building, an internal wall which is required by Table 5 to have an FRL must extend—
 - (i) to the underside of the floor next above if that floor has an FRL of at least 30/30/30 or a fire-protective covering on the underside of the floor; or
 - (ii) to the underside of a ceiling having a resistance to the incipient spread of fire to the space above itself of not less than 60 minutes; or
 - (iii) to the underside of the roof covering if it is non-combustible, and except for roof battens with dimensions of 75 mm x 50 mm or less or sarking-type material, must not be crossed by timber or other combustible building elements; or
 - (iv) 450 mm above the roof covering if it is combustible; and
- (e) in a Class 2 or 3 building, except where within the one sole-occupancy unit, or a Class 9a health-care building, or a Class 9b building, a floor separating storeys, or above a space for the accommodation of motor vehicles or used for storage or any other ancillary purpose, and any column supporting the floor, must—
 - (i) have an FRL of at least 30/30/30; or
 - (ii) have a fire-protective covering on the underside of the floor including beams incorporated in it and around the column, if the floor or column is combustible or of metal; and

(f) in a Class 9c aged care building a floor above a space for the accommodation of motor vehicles or used for storage or any other ancillary purpose, and any column supporting the floor, must—

- (i) have an FRL of at least 30/30/30; or
- (ii) have a fire-protective covering on the underside of the floor including beams incorporated in it and around the column, if the floor or column is combustible or of metal.

Table 5 TYPE C CONSTRUCTION: FRL OF BUILDING ELEMENTS

Building element	Class of building—FRL: (in minutes)			
	<i>Structural adequacy/Integrity/Insulation</i>			
	2, 3 or 4 part	5, 7a or 9	6	7b or 8
EXTERNAL WALL (including any column and other building element incorporated therein) or other external building element, where the distance from any <i>fire-source feature</i> to which it is exposed is—				
Less than 1.5 m	90/ 90/ 90	90/ 90/ 90	90/ 90/ 90	90/ 90/ 90
1.5 to less than 3 m	—/—/—	60/ 60/ 60	60/ 60/ 60	60/ 60/ 60
3 m or more	—/—/—	—/—/—	—/—/—	—/—/—
EXTERNAL COLUMN not incorporated in an <i>external wall</i> , where the distance from any <i>fire-source feature</i> to which it is exposed is—				
Less than 1.5 m	90/—/—	90/—/—	90/—/—	90/—/—
1.5 to less than 3 m	—/—/—	60/—/—	60/—/—	60/—/—
3 m or more	—/—/—	—/—/—	—/—/—	—/—/—
COMMON WALLS and FIRE WALLS—	90/ 90/ 90	90/ 90/ 90	90/ 90/ 90	90/ 90/ 90
INTERNAL WALLS-				
Bounding <i>public corridors, public lobbies and the like—</i>	60 / 60/ 60	—/—/—	—/—/—	—/—/—
Between or bounding <i>sole-occupancy units—</i>	60/ 60/ 60	—/—/—	—/—/—	—/—/—
Bounding a stair if <i>required to be rated—</i>	60/ 60/ 60	60/ 60/ 60	60/ 60/ 60	60/ 60/ 60
ROOFS	—/—/—	—/—/—	—/—/—	—/—/—

C3.2 Protection of openings in external walls

Openings in an external wall that is required to have an FRL must—

- (a) if the distance between the opening and the fire-source feature to which it is exposed is less than—
 - (i) 3 m from a side or rear boundary of the allotment; or
 - (ii) 6 m from the far boundary of a road, river, lake or the like adjoining the allotment, if not located in a storey at or near ground level; or
 - (iii) 6 m from another building on the allotment that is not Class 10, be protected in accordance with C3.4 and if wall-wetting sprinklers are used, they are located externally; and
- (b) if required to be protected under (a), not occupy more than 1/3 of the area of the external wall of the storey in which it is located unless they are in a Class 9b building used as an open spectator stand.

C3.4 Acceptable methods of protection

(a) Where protection is required, doorways, windows and other openings must be protected as follows:

(i) Doorways—

(A) internal or external wall-wetting sprinklers as appropriate used with doors that are self-closing or automatic closing; or

(B) –/60/30 fire doors that are self-closing or automatic closing.

(ii) Windows—

(A) internal or external wall-wetting sprinklers as appropriate used with windows that are automatic closing or permanently fixed in the closed position; or

(B) –/60/– fire windows that are automatic closing or permanently fixed in the closed position; or

(C) –/60/– automatic closing fire shutters.

(iii) Other openings—

(A) excluding voids — internal or external wall-wetting sprinklers, as appropriate; or

(B) construction having an FRL not less than –/60/–.

(b) Fire doors, fire windows and fire shutters must comply with Specification C3.4.

4.3 Performance Requirements

CP2

(a) A building must have elements which will, to the degree necessary, avoid the spread of fire—

(i) to exits; and

(ii) to sole-occupancy units and public corridors; and

Application: CP2(a)(ii) only applies to a Class 2 or 3 building or Class 4 part.

(iii) between buildings; and

(iv) in a building.

(b) Avoidance of the spread of fire referred to in (a) must be appropriate to—

(i) the function or use of the building; and

(ii) the fire load; and

(iii) the potential fire intensity; and

(iv) the fire hazard; and

(v) the number of storeys in the building; and

(vi) its proximity to other property; and

(vii) any active fire safety systems installed in the building; and

(viii) the size of any fire compartment; and

(ix) fire brigade intervention; and

(x) other elements they support; and

(xi) the evacuation time.

4.4 Trial Design

4.1 Trial Design

The proposed trial design will qualitatively assess the site as having adequate separation distance between a fire source feature (public reserve) and the western boundary and therefore able to prevent the spread of fire from the outside of a building.

It is expected that the existing adjoining land to the site's western boundary or the council reserve west of the site will provide the necessary separation distance to prevent the spread of fire to the proposed development at No. 20A-20C Featherstone Drive Woolgoolga.

The assessment can be considered a comparative qualitative analysis to the DtS provision, Definition of Fire Source Feature, (a) the far boundary of a road, river, lake or the like adjoining the allotment. In this scenario the public reserve is considered the road (Solitary Islands Way) "or the like" adjoining the allotment. However further consideration will have to be given if the council reserve has a change of use and an adjoining external wall (building) exists on the public reserve allotment.

4.2 Acceptance Criteria

The acceptance criteria can be established from the relevant parts of the performance requirements of CP2:

(a) A building must have elements which will, to the degree necessary, avoid the spread of fire—

(iii) between buildings; and

(b) Avoidance of the spread of fire referred to in (a) must be appropriate to—

(vi) its proximity to other property.

Therefore, does the separation distance of the Public Reserve (PR) satisfy the Deemed to Satisfy (DtS) Provisions of the NCC for an external wall, preventing the spread of fire, to a degree necessary from another building? i.e., is the PR \geq DtS separation distance.

4.5 Design Fires

There are three main concepts for design fires: smouldering fires, non-flashover fires and flashover fires.

Smouldering fires do not transition into flaming fires and their heat release rates are normally less than 5kW. Such fires are normally dealt with by the occupants and before the fire brigades arrive. A smoldering fire could be considered an electrical fire

in this scenario, which has a low HRR and usually an ignition source requiring additional fuel to cause a flaming fire. Circuit breakers will be provided in the facility to help protect against electrical fires.

Non-flashover fires have an increase growth phase (flaming) reaching a steady state of burning or the fully developed stage before the decay phase occurs. The burning is normally due to the type of fuel and/or the available ventilation (i.e. fuel controlled fires), characteristic to fires burning in the open or in large open spaces. These types of fires are expected in the facility from the high rack storage and cool room's insulation with the provisions of a sprinkler system.

Flashover fires have an exponential increase in fire growth reaching a steady state of burning sooner including the fully developed stage before the decay phase occurs. The fire growth is normally due to limited ventilation, also known as ventilation controlled fires and characteristic of fires burning in enclosures. Such fires are not expected in this scenario due to the high open space and the sprinkler system provided.

Buildings in industrial areas would expect to have fast to ultra-fast T² growth fires. Fast fires would be expected in non-storage rack materials while ultra-fast fires would be expected for the storage racks of cupboard boxes and the like, this could also include smaller amounts of stored fuel.

Considering Type C construction requires the FRL of external wall from the outside, the worst-case design fire scenario would be ultra-fast growth fire in a building adjacent the western boundary. The T² growth fires in the graph below represent uncontrolled fires; uncontrolled fires represent fires where intervention has not occurred by the occupants or a fire service. The formula for deriving the graphs below is.

$$Q = \alpha t^{2(1)}$$

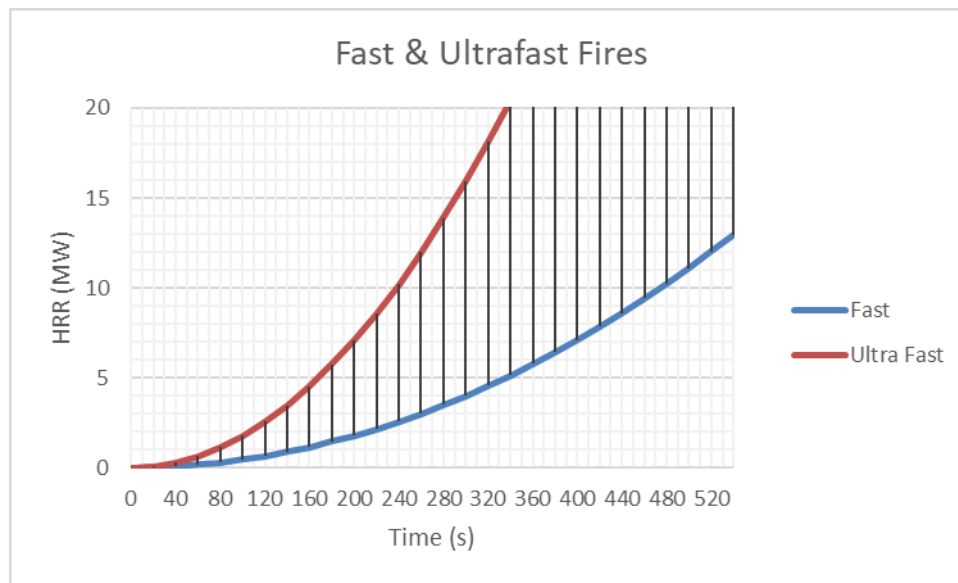
where;

Q = Heat Release Rate (MW)

$\alpha = (4.7 \times 10^{-5} \text{ kW/sec}^2$ - a fast growth rate,

$1.9 \times 10^{-4} \text{ kW/sec}^2$ – Ultra-fast growth rate)

t = time (s)



Graph 1 – Uncontrolled fast and ultrafast design fires

4.6 Analysis

Qualitative Comparative Analysis

The figure below reveals the public reserves to the west of the site. The public reserves are registered as Lot 15 DP 263289 and Lot 16 DP 838618 on Coffs Harbour City Councils mapping platform and located between the site’s western boundary and Solitary Islands Way. The following explanations are provided for Public Reserve.

Parcels of land may be dedicated as a public reserve by:

- the registration of a deposited plan bearing an appropriate statement creating a lot(s) as public reserve or
- the publication of an appropriate notification in the Government Gazette vesting an existing parcel as public reserve.

The public reserves have a width of approximately 30m. The reserves are used and maintained for public services like domestic water, power lines and communication equipment. Comparing the existing 30m width, between the proposed development site and Solitary Islands Way, to the minimum DtS requirements > 3m for an external wall boundary separation the public reserves provide a separation distance to the degree necessary to prevent the spread of fire i.e. PR 30m > DtS 3m therefore meeting the acceptance criterion of $PR_{Distance} > DtS_{Distance}$.



Figure 3 - The proposed site and adjacent council reserves



Figure 4 – Street side of site (Featherstone Drive)



Figure 5 – Public reserve and public services

5.0 Conclusion

The utilization of council's public reserve at the western boundary for external wall separation of the proposed development met the performance requirement CP2 and the acceptance criteria $PR_{Distance} > DtS_{Distance}$.

The performance solution utilises the public reserves preventing the spread of fire to a degree necessary and satisfies the DtS requirements for external walls $> 3m$ from a fire source feature considering another building.

The redundancy in the proposed fire safety system can be considered the contingency plan of upgrading the external walls and openings less than 3m to the western boundary if a change of use occurs for the public reserve spaces. Appendix B provides the construction design of a lightweight external wall providing an FRL 90/90/90 from the outside. Other products are available for achieving a similar FRL.

5.1 Compliance with the Performance requirements

1. Qualitative Analysis

Compliance with the Performance Requirements and therefore the NCC 2019 was achieved through Performance Solution A2.2 Assessment Method (2) (d) Comparison with the Deemed-to-Satisfy Provisions.

- Clause A2.3 (1) A solution that complies with the Deemed-to-Satisfy Provisions is deemed to have met the Performance Requirements CP2.

6.0 Recommendations

The following recommendations are provided.

- For a Change of use to the public reserve areas and where adjacent external walls are less than 3m from the western boundary, the western boundary external wall must be upgraded in accordance with the DtS provisions or through a performance solution in accordance with the NCC 2019 or superseding document. See Appendix A for DtS solution example.
- Accordingly, openings (windows and doors) in the external walls and less than 3 metres from an adjacent external wall must be protected in accordance with the DtS provisions or through a performance solution in accordance with the NCC 2019 or superseding documents if a change of use occurs in the public reserve areas.
- Include this performance solution in the Fire Safety Schedule requiring 12 monthly inspections for a change of use in the public reserve areas.
Words to the effect, “12 monthly inspections – the external walls and openings must be greater than 3m from adjacent building’s external walls, for the proposed development at 20A-20C Featherstone Dr Woolgoolga.
- The authority to provide a public positive covenant created under s.88D or s.88E conveyancing Act 1919 imposing the obligations on the new owner of the land burden that the condition of sale regarding the upgrading of the buildings should a change of use occurs to public reserve areas as per Fire Engineering Report No 0607/22 prepared by Anthony Hulbert of APH Fire.

Appendix A

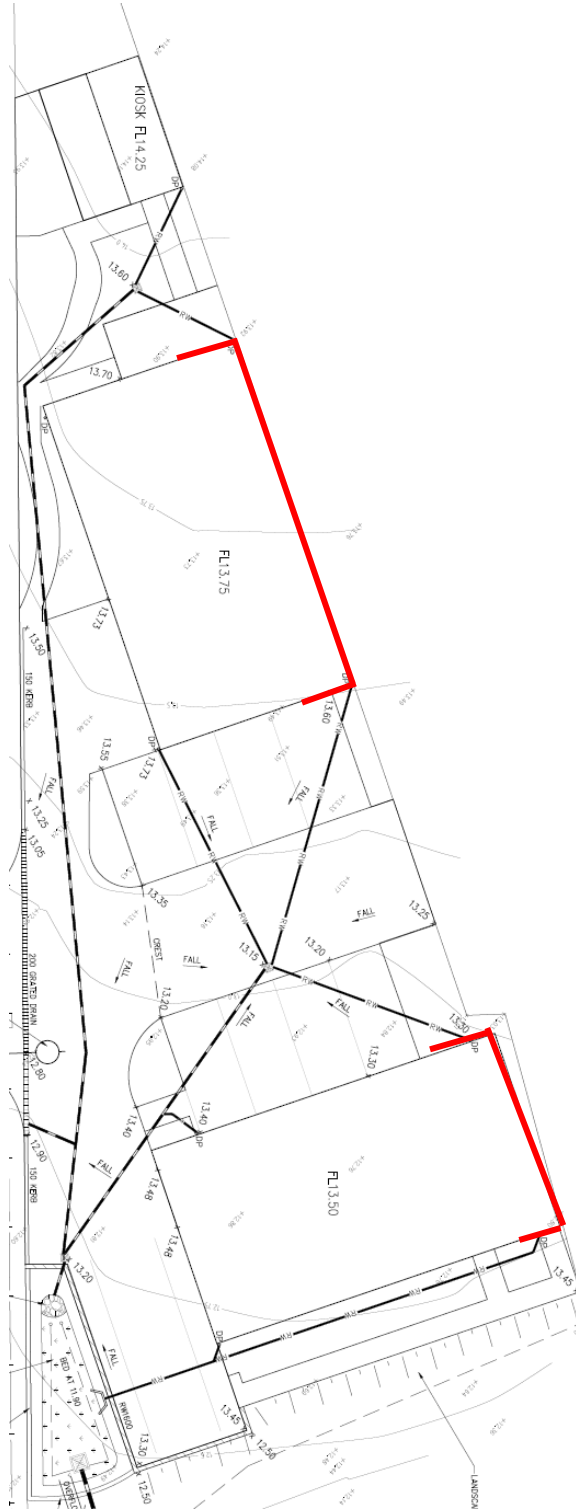
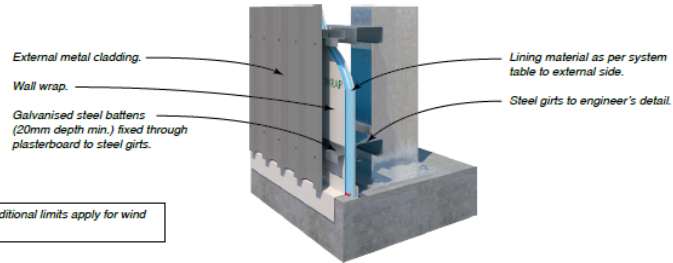
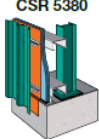
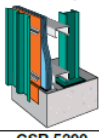
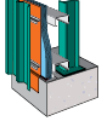


Figure 6 – FRL 90/90/90 requirements should change of use occurs (including openings)

SYSTEM SPECIFICATIONS Metal Cladding – With Cavity – Steel Girt Frame



NOTE: *Additional limits apply for wind pressures

SYSTEM SPECIFICATION			ACOUSTIC OPINION: PKA-A119	
FRL Report/Opinion	SYSTEM N°	WALL LININGS	*MAXIMUM GIRT SPACING (mm)	R _w / R _w +C _{tr}
60/60/60 (from outside only) FC 12946	CSR 5380 	EXTERNAL WALL SIDE • 2 x 16mm Gyprock Fyrchek MR Plasterboard.	600	33/25
90/90/90 (from outside only) FC 12946	CSR 5385 	EXTERNAL WALL SIDE • 3 x 13mm Gyprock Fyrchek MR Plasterboard.	900	35/27
120/120/120 (from outside only) FC 12946	CSR 5390 	EXTERNAL WALL SIDE • 3 x 16mm Gyprock Fyrchek MR Plasterboard.	1200	36/28

LYSAGHT TS61

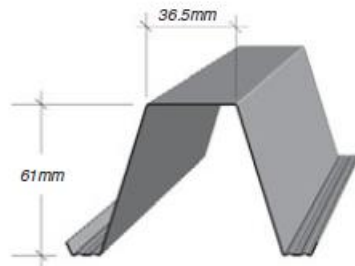
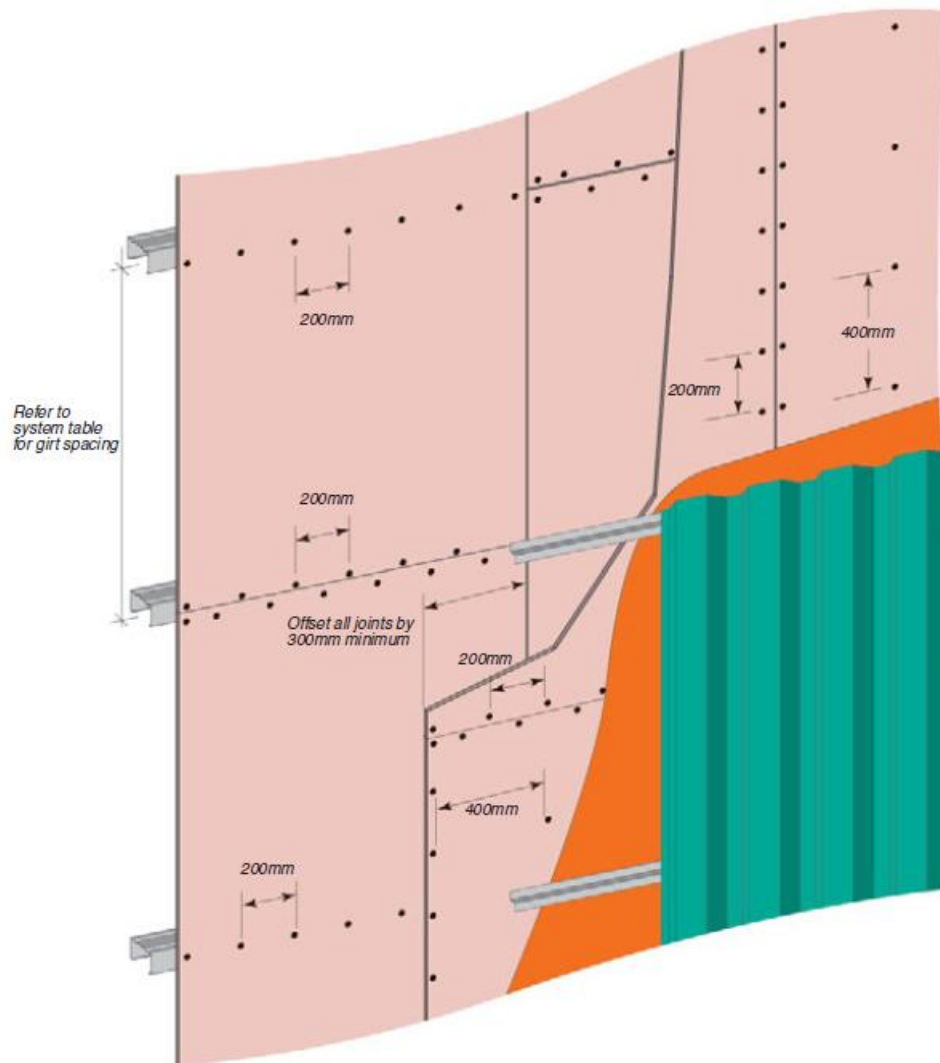


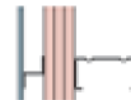
FIG B17: INSTALLATION DETAIL FOR STEEL FRAME EXTERNAL WALL SYSTEM – TWO OR THREE LAYER – VERTICAL SHEETING



FIRE RATED

Fixing Specifications for Vertical Sheeting (shown)	
<i>Screws</i>	<i>Refer to Section 'A</i>
1st Layer	Fixing & Spacing
<i>Field & Butt Joints</i>	<i>Screws at 200mm max. centres to all girts</i>
2nd & 3rd Layers	Fixing & Spacing
<i>Recessed Edges & Butt Joints</i>	<i>Laminating Screws at 200mm max. centres</i>
<i>Field</i>	<i>Laminating Screws at 400 x 400mm max. grid</i>

SUITABLE FOR:





PO BOX 4521
COFFS HARBOUR NSW 2450
T (02) 6650 0922
E info@ccvals.com.au
W www.coffscostvaluations.com.au

Coffs Coast Valuations

'Liability limited by a scheme approved under Professional Standards Legislation'

TAX INVOICE

25/08/2022

ABN: 70 515 287 860

DR & DL Voytas
C/- MBT Lawyers
PO Box 265
Coffs Harbour NSW 2450

Our Reference: 230093

Your Reference:

20A – 20C Featherstone Drive, Woolgoolga NSW 2456

ACCOUNT: DR & DL Voytas

FEE:

\$850.00

GST: **\$ 85.00**

Total: **\$935.00**

Banking Details:

Bank: CBA
BSB: 062 521
Acc: 10450898



End of Period Closing Figures

Client Name: Voytas Family Super Fund Period Ended: 30 June 2023
 Client Code: VOYT05 Accountant: Eddy Lee

Debtors:

6,376.32	- D & D Voytas Loan	Balance as at 30/06/2022
-308.00	- D & D Voytas Loan	2019 Income Tax Refund
-1,999.80	- D & D Voytas Loan	2018 Income Tax Amendment Refund
✓ 4,068.52	- to be offset in 2024 FY as member paid the café container improvement expenses from out of pocket (see attached)	
✓ 275,000.00	- Proceeds, Sale of Lot 21 Featherston Dr Woolgoolga NSW, contract date 13 Jan 2023 (Deposited 19/10/2023 - see attached bank stt)	
✓ 6,109.00	- 2022 Income Tax Refund	Deposited 21/08/2023
285,177.52	- TOTAL Sundry Debtor	

Creditors:

\$0.00

Other:

\$0.00



/001728
VOYTAS FAMILY SUPERANNUATION FUND
3 DAMMEREL CRES
EMERALD BEACH NSW 2456

Account Balance Summary

Opening balance	\$14,856.63	Cr
Total credits	\$276,724.05	
Total debits	\$30,553.07	
Closing balance	\$261,027.61	Cr

Statement starts 30 September 2023
Statement ends 29 December 2023

Outlet Details

Coffs Harbour
Ground Floor, 63 Harbour Drive
Coffs Harbour NSW 2450

Account Details

DAVID ROBERT VOYTAS & DONNA LEANNE VOYTAS ATF
VOYTAS FAMILY SUPERANNUATION FUND
BUSINESS EVERYDAY AC
BSB number 082-551
Account number 57-193-4229

Transaction Details

Date	Particulars	Debits	Credits	Balance
30 Sep 2023	Brought forward			14,856.63 Cr
19 Oct 2023	Online F3486125671 Land Purchase Dr Voytas D		275,000.00	289,856.63 Cr
6 Nov 2023	Mybuilt Z4686135176 voytas super	1,094.02		288,762.61 Cr
9 Nov 2023	Mybuilt F2723195113 Voytas	939.51		287,823.10 Cr
16 Nov 2023	QUICKSPR3621079443 Quicksuper 361578.....		950.34	288,773.44 Cr
17 Nov 2023	Please Note From Today Your Dr Interest Rate Is 10.720%			288,773.44 Cr
20 Nov 2023	Online Z4483578315 Return Craig Brown Voytas Dr.....		107.38	
21 Nov 2023	Internet Transfer container	2,000.00		286,880.82 Cr
21 Nov 2023	Online M6112203443 Voytas Voytas	1,973.04		284,907.78 Cr
23 Nov 2023	Tobias Rose Q0080243842 Voytas 0252.....	1,188.00		283,719.78 Cr
20 Dec 2023	QUICKSPR3648491757 Quicksuper 361578..... Online L3290051382 Featherstone Drive David Robert	23,358.50	666.33	261,027.61 Cr

Summary of Government Charges

Government	From 1 July to date	Last year to 30 June
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

363469493556 / E-1728 S-4037 F-8073

Sapphire Interior Design & Furniture

100 The Mountain Way Sapphire NSW ABN 95207601432

Invoice No. 050124

5th January 2024

To : Voytas Family Super

Being for work at Cafe Woolgoolga

N/B - 2024FY, offset to sundry debtor as member paid this cafe container improvement expenses from out of pocket.



Total \$6,818.20

GST \$681.80

Total inc \$7,500.00





HerronAccountants

TAX INVOICE

ABN: 16 134 060 432

Voytas Family Superannuation Fund
3 Dammeral Crescent
EMERALD BEACH NSW 2456

Invoice Number NLF0000655
Invoice Date: 23 December 2022
Due Date: 06 January 2023
Total Due: \$5,940.00

To our Professional Fees and Charges in attending to the following:

Annual Administration

Input of 2019 financial data into BGL SimpleFund

Analysis of income and expenses, raising year end accounting adjustments including profit and loss adjustments for:

- Allocation of contributions received
- Market Value of Investments

Preparation of Financial Statements for the Voytas Family Superannuation Fund for the year ended 30 June 2019.

Preparation of Member Benefit Statements for David Voytas and Donna Voytas for the year ended 30 June 2019.

Preparation and Electronic lodgement of the Fund Income Tax Return for the year ended 30 June 2019.

1,450.00

Audit

Audit of the 2019 Financial Statements as performed by Super Audits

350.00

Annual Administration

Input of 2020 financial data into BGL SimpleFund

Analysis of income and expenses, raising year end accounting adjustments including profit and loss adjustments for:

- Allocation of contributions received
- Market Value of Investments held

Preparation of Financial Statements for the Voytas Family Superannuation Fund for the year ended 30 June 2020.

Preparation of Member Benefit Statements for David Voytas and Donna Voytas for the year ended 30 June 2020.

Preparation and Electronic lodgement of the Fund Income Tax Return for the year ended 30 June 2020.

1,450.00

Audit

Audit of the 2020 Financial Statements as performed by Super Audits

350.00

Annual Administration

Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice

Invoice Due Date: 06 January 2023

PAYMENT OPTIONS

Please Forward Cheques to:

Herron Accountants
PO Box 504
North Lakes QLD 4509
Ph: 07 3204 4166

Direct Deposit

BSB: 124001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No: _ _ _ _ - _ _ _ - _ _ _ - _ _ _ -

Expires: _ _ - _ _ CVV: _ _ _

Name on Card: _____

Signature: _____

Payment Information

Client Code: VOYT05
Invoice No: NLF0000655
Amount Due: \$5,940.00
Amount Paid: \$ _____



HerronAccountants

TAX INVOICE

ABN: 16 134 060 432

Voytas Family Superannuation Fund
3 Dammeral Crescent
EMERALD BEACH NSW 2456

Invoice Number NLF0000655
Invoice Date: 23 December 2022

Due Date: 06 January 2023

Total Due: \$5,940.00

To our Professional Fees and Charges in attending to the following:

Input of 2020 financial data into BGL SimpleFund

Analysis of income and expenses, raising year end accounting adjustments, including:

- Market Value of Investments

Preparation of Financial Statements for the Voytas Family Superannuation Fund for the year ended 30 June 2021.

Preparation of Member Benefit Statements for David Voytas and Donna Voytas for the year ended 30 June 2021.

Preparation and Electronic lodgement of the Fund Income Tax Return for the year ended 30 June 2021.

1,450.00

Audit

Audit of the 2021 Financial Statements as performed by Super Audits

350.00

Amount subject to GST 5,400.00

GST 540.00

TOTAL \$5,940.00

Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice

Invoice Due Date: 06 January 2023

PAYMENT OPTIONS

Please Forward Cheques to:

Herron Accountants
PO Box 504
North Lakes QLD 4509
Ph: 07 3204 4166

Direct Deposit

BSB: 124001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No: _ _ _ _ - _ _ _ - _ _ _ - _ _ _

Expires: _ _ - _ _ CVV: _ _ _

Name on Card: _____

Signature: _____

Payment Information

Client Code: VOYT05
Invoice No: NLF0000655
Amount Due: \$5,940.00
Amount Paid: \$ _____



Invoice #154

11 Oct 2022

✓ PAID

BILL TO
David & Donna Voytas
donna.voytas@hotmail.com

FROM
Sam's Design and Make
sp.makes.qld@gmail.com

INVOICE ITEMS	AMOUNT
Hours - wall patching, painting, pool fence install 22 hrs x \$60.00/hr	\$1,320.00
Materials	\$100.00

GST not included

Total	\$1,420.00
Payment	-\$1,420.00
Invoice balance	\$0.00

PAYMENT DETAILS
please bank transfer to
Sam Carney
BCU
BSB 533000

You sent **\$2,100.00**

23 Mar 2023 at 7:56 pm (AEST/AEDT)

To

G A Flooring

032-576 431088

Westpac Banking Corporation

From

082-551 571934229

Status

PROCESSED

Category

Transfers out

Reference

Concrete

Description

Concrete payment

Transaction type

TRANSFER DEBIT

Confirmation ID

X7882511864

Service

Osko 



HerronAccountants

TAX INVOICE

ABN: 16 134 060 432

Voytas Family Superannuation Fund
3 Dammeral Crescent
EMERALD BEACH NSW 2456

Invoice Number NLF0001744

Invoice Date: 17 May 2023

Due Date: 31 May 2023

Total Due: \$462.00

To our Professional Fees and Charges in attending to the following:

SMSF Deed Updated in line with legislative and operational changes.

	420.00
Amount subject to GST	420.00
GST	42.00
TOTAL	\$462.00

Remittance Advice - Please return with your payment

Payment required within Fourteen (14) Days from date of Invoice
Invoice Due Date: 31 May 2023

PAYMENT OPTIONS

Please Forward Cheques to:

Herron Accountants
PO Box 504
North Lakes QLD 4509
Ph: 07 3204 4166

Direct Deposit

BSB: 124001
BoQ Account No: 21374214

Credit Card: Mastercard/Visa (Please circle)

Card No: _____

Expires: ____ - ____ CVV: ____

Name on Card: _____

Signature: _____

Payment Information

Client Code: VOYT05
Invoice No: NLF0001744
Amount Due: \$462.00
Amount Paid: \$ _____

Voytas Family Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
C - Income - Gross interest				
	31/07/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	1.05
	31/08/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	0.78
	30/09/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	0.68
	31/10/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	0.64
	30/11/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	0.58
	31/12/2022	25000/BQL215916321	BOQ WebSavings Account 21591632	0.59
	31/01/2023	25000/BQL215916321	BOQ WebSavings Account 21591632	0.38
	27/02/2023	25000/ATO22	Australian Taxation Office	137.89
	28/02/2023	25000/BQL215916321	BOQ WebSavings Account 21591632	0.23
	31/03/2023	25000/BQL215916321	BOQ WebSavings Account 21591632	0.05
	17/04/2023	25000/ATO22	Australian Taxation Office	46.98
Sub-Total				189.85
Ignore Cents				0.85
Total				189.00
W - GROSS INCOME (Sum of labels A to U)				
				189.00
Sub-Total				189.00
Ignore Cents				0.00
Total				189.00
V - TOTAL ASSESSABLE INCOME (W less Y)				
				189.00
Sub-Total				189.00
Ignore Cents				0.00
Total				189.00
H1 - Expenses - SMSF auditor fee				
	09/01/2023	30700	Auditor's Remuneration	1,155.00
Sub-Total				1,155.00
Ignore Cents				0.00
Total				1,155.00
J1 - Expenses - Management and administration expenses				
	09/01/2023	30100	Accountancy Fees	4,785.00
	02/06/2023	30100	Accountancy Fees	462.00
	31/08/2022	31500	Bank Charges	1.30
	31/10/2022	31500	Bank Charges	1.30
	31/01/2023	31500	Bank Charges	0.65
	28/02/2023	31500	Bank Charges	0.65
	31/03/2023	31500	Bank Charges	0.65
	30/04/2023	31500	Bank Charges	0.65
	27/02/2023	30400	ATO Supervisory Levy	259.00
	27/02/2023	30400	ATO Supervisory Levy	259.00
	27/02/2023	30400	ATO Supervisory Levy	259.00

Voytas Family Superannuation Fund

Tax Reconciliation Report

For the year ended 30 June 2023

Tax Return Label	Date	Account Code	Account Name	Amount \$
J1 - Expenses - Management and administration expenses				
	30/06/2023	30400	ATO Supervisory Levy	259.00
Sub-Total				6,288.20
Ignore Cents				0.20
Total				6,288.00
N - TOTAL DEDUCTIONS				
				7,443.00
Sub-Total				7,443.00
Ignore Cents				0.00
Total				7,443.00
O - TAXABLE INCOME OR LOSS				
				(7,254.00)
Sub-Total				(7,254.00)
Ignore Cents				0.00
Total				(7,254.00)
Z - TOTAL SMSF EXPENSES				
				7,443.00
Sub-Total				7,443.00
Ignore Cents				0.00
Total				7,443.00
K - PAYG instalments raised				
	27/02/2023	85000	Income Tax Payable/Refundable	1,623.00
	17/04/2023	85000	Income Tax Payable/Refundable	1,623.00
Sub-Total				3,246.00
Ignore Cents				0.00
Total				3,246.00
L - Supervisory levy				
				259.00
Sub-Total				259.00
Ignore Cents				0.00
Total				259.00
S - AMOUNT DUE OR REFUNDABLE				
				(2,987.00)
Sub-Total				(2,987.00)
Ignore Cents				0.00
Total				(2,987.00)

Voytas Family Superannuation Fund
Statement of Taxable Income

For the year ended 30 June 2023

	2023
	\$
Benefits accrued as a result of operations	(48,134.29)
Less	
Increase in MV of investments	2,964.92
Realised Accounting Capital Gains	(43,845.86)
	<u>(40,880.94)</u>
SMSF Annual Return Rounding	(0.65)
	<u>(7,254.00)</u>
Taxable Income or Loss	(7,254.00)
Income Tax on Taxable Income or Loss	0.00
	<u>0.00</u>
CURRENT TAX OR REFUND	0.00
Supervisory Levy	259.00
Income Tax Instalments Raised	(3,246.00)
	<u>(2,987.00)</u>
AMOUNT DUE OR REFUNDABLE	(2,987.00)

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
Changes in Market Values of Investments (24700)					
<u>Changes in Market Values of Investments (24700)</u>					
13/01/2023	Sale of Lot 21 Woolgoolga - 13/01/2023 (sale to David/Donna Voytas, legal fee charged to individual) (LOT21FEATHER)		43,845.86		43,845.86 DR
13/01/2023	Unrealised Gain writeback as at 13/01/2023 (LOT21FEATHER)		3,515.08		47,360.94 DR
30/06/2023	Revaluation - 30/06/2020 @ \$15,000.000000 (Exit) - 1.000000 Units on hand (CafeContainer)		3,520.00		50,880.94 DR
30/06/2023	Revaluation - 30/06/2023 @ \$18,520.000000 (Exit) - 1.000000 Units on hand (CafeContainer)			3,520.00	47,360.94 DR
30/06/2023	Revaluation - 30/06/2023 @ \$25,000.000000 (Custom Firm (Exit)) - 1.000000 Units on hand (CafeContainer)			6,480.00	40,880.94 DR
			50,880.94	10,000.00	40,880.94 DR
Interest Received (25000)					
<u>Australian Taxation Office (ATO22)</u>					
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]			137.89	137.89 CR
17/04/2023	ATO [2018 Income Tax Amendment] [Dec 2022 PAYG Instalment] [ATO ITA Interest]			46.98	184.87 CR
				184.87	184.87 CR
<u>BOQ WebSavings Account 21591632 (BQL215916321)</u>					
31/07/2022	interest			1.05	1.05 CR
31/08/2022	interest			0.78	1.83 CR
30/09/2022	interest			0.68	2.51 CR
31/10/2022	interest			0.64	3.15 CR
30/11/2022	interest			0.58	3.73 CR
31/12/2022	interest			0.59	4.32 CR
31/01/2023	interest			0.38	4.70 CR
28/02/2023	interest			0.23	4.93 CR
31/03/2023	interest			0.05	4.98 CR
				4.98	4.98 CR
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
09/01/2023	Herron Accountants		4,785.00		4,785.00 DR
02/06/2023	DEED UPGRADE		462.00		5,247.00 DR
			5,247.00		5,247.00 DR
ATO Supervisory Levy (30400)					
<u>ATO Supervisory Levy (30400)</u>					
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		259.00		259.00 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021		259.00		518.00 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
	ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]				
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		259.00		777.00 DR
30/06/2023	2022 Income Tax Refund - deposited 21/08/2023		259.00		1,036.00 DR
			1,036.00		1,036.00 DR
Auditor's Remuneration (30700)					
<u>Auditor's Remuneration (30700)</u>					
09/01/2023	Herron Accountants		1,155.00		1,155.00 DR
			1,155.00		1,155.00 DR
Bank Charges (31500)					
<u>Bank Charges (31500)</u>					
31/08/2022	bank fee		1.30		1.30 DR
31/10/2022	bank fee		1.30		2.60 DR
31/01/2023	bank fee		0.65		3.25 DR
28/02/2023	bank fee		0.65		3.90 DR
31/03/2023	bank fee		0.65		4.55 DR
30/04/2023	bank fee		0.65		5.20 DR
			5.20		5.20 DR
Profit/Loss Allocation Account (49000)					
<u>Profit/Loss Allocation Account (49000)</u>					
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			31,826.39	31,826.39 CR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023			16,307.90	48,134.29 CR
				48,134.29	48,134.29 CR
Opening Balance (50010)					
<u>(Opening Balance) Voytas, David - Accumulation (VOYDAV00002A)</u>					
01/07/2022	Opening Balance				245,446.85 CR
01/07/2022	Close Period Journal		486.19		244,960.66 CR
			486.19		244,960.66 CR
<u>(Opening Balance) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
01/07/2022	Opening Balance				125,747.57 CR
01/07/2022	Close Period Journal		249.13		125,498.44 CR
			249.13		125,498.44 CR
Share of Profit/(Loss) (53100)					
<u>(Share of Profit/(Loss)) Voytas, David - Accumulation (VOYDAV00002A)</u>					
01/07/2022	Opening Balance				486.19 DR
01/07/2022	Close Period Journal			486.19	0.00 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		31,826.39		31,826.39 DR
			31,826.39	486.19	31,826.39 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
<u>(Share of Profit/(Loss)) Voytas, Donna - Accumulation (VOYDON00003A)</u>					
01/07/2022	Opening Balance				249.13 DR
01/07/2022	Close Period Journal			249.13	0.00 DR
30/06/2023	Create Entries - Profit/Loss Allocation - 30/06/2023		16,307.90		16,307.90 DR
			16,307.90	249.13	16,307.90 DR
Bank Accounts (60400)					
<u>BOQ WebSavings Account 21591632 (BQL215916321)</u>					
01/07/2022	Opening Balance				24,959.35 DR
31/07/2022	CHCC Rates			905.62	24,053.73 DR
31/07/2022	interest		1.05		24,054.78 DR
04/08/2022	to Andrew Morris			1,958.00 ✓	22,096.78 DR
09/08/2022	to Anthony Hulbert			5,522.00 ✓	16,574.78 DR
31/08/2022	bank fee			1.30	16,573.48 DR
31/08/2022	interest		0.78		16,574.26 DR
30/09/2022	interest		0.68		16,574.94 DR
11/10/2022	to Sam Carney [to Sam Carney - commencement fitout]			1,420.00	15,154.94 DR
18/10/2022	to Coffs Coast Valuations			935.00	14,219.94 DR
31/10/2022	bank fee			1.30	14,218.64 DR
31/10/2022	interest		0.64		14,219.28 DR
30/11/2022	interest		0.58		14,219.86 DR
23/12/2022	CHCC Rates			904.80	13,315.06 DR
31/12/2022	interest		0.59		13,315.65 DR
09/01/2023	Herron Accountants			5,940.00	7,375.65 DR
31/01/2023	bank fee			0.65	7,375.00 DR
31/01/2023	interest		0.38		7,375.38 DR
23/02/2023	Pay Anyone to Voytas Supe? 082551 - 571934229			7,375.38	0.00 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		4,571.89		4,571.89 DR
28/02/2023	CHCC Rates			906.09	3,665.80 DR
28/02/2023	bank fee			0.65	3,665.15 DR
28/02/2023	interest		0.23		3,665.38 DR
10/03/2023	Pay Anyone to Voytas Supe? 082551 - 571934229			3,665.38	0.00 DR
31/03/2023	bank fee			0.65	0.65 CR
31/03/2023	interest		0.05		0.60 CR
17/04/2023	ATO [2018 Income Tax Amendment] [Dec 2022 PAYG Instalment] [ATO ITA Interest]		423.78		423.18 DR
19/04/2023	Pay Anyone to Voytas Supe? 082551 - 571934229			423.18	0.00 DR
30/04/2023	bank fee			0.65	0.65 CR
			5,000.65	29,960.65	0.65 CR
<u>NAB Acc 57-193-4229 (NAB571934229)</u>					
23/02/2023	Pay Anyone to Voytas Supe? 082551 - 571934229		7,375.38		7,375.38 DR
10/03/2023	Pay Anyone to Voytas Supe? 082551 -		3,665.38		11,040.76 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
	571934229				
23/03/2023	Concrete for container slab			2,100.00	8,940.76 DR
19/04/2023	Pay Anyone to Voytas Supe? 082551 - 571934229		423.18		9,363.94 DR
02/06/2023	DEED UPGRADE			462.00	8,901.94 DR
			11,463.94	2,562.00	8,901.94 DR

Cafe Container (65500)

Cafe Container (65500)

01/07/2022	Opening Balance				15,000.00 DR
01/07/2022	reallocation of account - Cafe Container			15,000.00	0.00 DR
				15,000.00	0.00 DR

Sundry Debtors (68000)

Sundry Debtors (68000)

01/07/2022	Opening Balance				12,744.32 DR
13/01/2023	Sale of Lot 21 Woolgoolga - 13/01/2023 (sale to David/Donna Voytas, legal fee charged to individual)		275,000.00		287,744.32 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]			6,368.00	281,376.32 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]			308.00	281,068.32 DR
17/04/2023	ATO [2018 Income Tax Amendment] [Dec 2022 PAYG Instalment] [ATO ITA Interest]			1,999.80	279,068.52 DR
30/06/2023	2022 Income Tax Refund - deposited 21/08/2023		6,109.00		285,177.52 DR
			281,109.00	8,675.80	285,177.52 DR

Other Assets (76000)

Cafe Container (located 20A-20C Featherstone Dr. WOOLGOOLGA NSW 2456) (CafeContainer)

01/07/2022	reallocation of account - Cafe Container	1.00	15,000.00		15,000.00 DR
11/10/2022	to Sam Carney [to Sam Carney - commencement fitout]	0.00	1,420.00		16,420.00 DR
23/03/2023	Concrete for container slab	0.00	2,100.00		18,520.00 DR
30/06/2023	Revaluation - 30/06/2020 @ \$15,000.000000 (Exit) - 1.000000 Units on hand			3,520.00	15,000.00 DR
30/06/2023	Revaluation - 30/06/2023 @ \$18,520.000000 (Exit) - 1.000000 Units on hand		3,520.00		18,520.00 DR
30/06/2023	Revaluation - 30/06/2023 @ \$25,000.000000 (Custom Firm (Exit)) - 1.000000 Units on hand		6,480.00		25,000.00 DR ✓
		1.00	28,520.00	3,520.00	25,000.00 DR

Other Investments (76100)

Development Costs (LOT21FEATHER1)

01/07/2022	Opening Balance				60,351.16 DR
01/07/2022	MOVE ACCOUNT - BUILDING/RENO/HOLDING COST			60,351.16	0.00 DR

Voytas Family Superannuation Fund

General Ledger

As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
		0.00		60,351.16	0.00 DR
Real Estate Properties (Australian - Non Residential) (77250)					
<u>Lot 21 Featherstone Drive, Woolgoolga NSW, Australia (LOT21FEATHER)</u>					
01/07/2022	Opening Balance	1.00			250,878.27 DR
01/07/2022	MOVE ACCOUNT - BUILDING/RENO/HOLDING COST	0.00	60,351.16		311,229.43 DR
31/07/2022	CHCC Rates	0.00	905.62		312,135.05 DR
04/08/2022	to Andrew Morris	0.00	1,958.00 ✓		314,093.05 DR
09/08/2022	to Anthony Hulbert	0.00	5,522.00 ✓		319,615.05 DR
18/10/2022	to Coffs Coast Valuations	0.00	935.00		320,550.05 DR
23/12/2022	CHCC Rates	0.00	904.80		321,454.85 DR
13/01/2023	Sale of Lot 21 Woolgoolga - 13/01/2023 (sale to David/Donna Voytas, legal fee charged to individual)	(1.00)		318,845.86	2,608.99 DR
13/01/2023	Unrealised Gain writeback as at 13/01/2023			3,515.08	906.09 CR
28/02/2023	CHCC Rates	0.00	906.09		0.00 DR
		0.00	71,482.67	322,360.94	0.00 DR
Income Tax Payable/Refundable (85000)					
<u>Income Tax Payable/Refundable (85000)</u>					
01/07/2022	Opening Balance				6,368.00 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		1,623.00		7,991.00 DR
17/04/2023	ATO [2018 Income Tax Amendment] [Dec 2022 PAYG Instalment] [ATO ITA Interest]		1,623.00		9,614.00 DR
30/06/2023	2022 Income Tax Refund - deposited 21/08/2023			6,368.00	3,246.00 DR
			3,246.00	6,368.00	3,246.00 DR
Sundry Creditors (88000)					
<u>Sundry Creditors (88000)</u>					
01/07/2022	Opening Balance				158.00 DR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]			3,342.00	3,184.00 CR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		1,592.00		1,592.00 CR
27/02/2023	ATO [2021 Income Tax Refund] [2021 ATO Levy] [2020 Income Tax Refund] [2020 ATO Levy] [2019 Income Tax Refund] [2019 ATO Levy] [ATO ICA Balance 30/06/2022] [June 22 PAYG Instalment] [Sept 22 PAYG Instalment] [ATO ITA Interest]		1,592.00		0.00 DR
			3,184.00	3,342.00	0.00 DR

Total Debits: 511,200.01

Total Credits: 511,200.01

Voytas Family Superannuation Fund

Create Entries Report

For the period 01 July 2022 to 30 June 2023

Create Entries Financial Year Summary 01 July 2022 - 30 June 2023

Total Profit	Amount
Income	(40,691.09)
Less Expense	7,443.20
Total Profit	(48,134.29)

Tax Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	(48,134.29)
Less Permanent Differences	2,964.92
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Less LIC Deductions	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	(43,845.86)
Less Tax Losses Deducted	0.00
Add SMSF Annual Return Rounding	(0.65)
Taxable Income	(7,254.00)
Income Tax on Taxable Income or Loss	0.00

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(48,134.29)
Franking Credits	0.00
TFN Credits	0.00
Foreign Credits	0.00
FRW Credits	0.00
Total	(48,134.29)

Income Tax Expense Available for Allocation	Amount
Total Income Tax Expense Allocation	0.00

Final Segment 1 from 01 July 2022 to 30 June 2023

Pool Name Unsegregated Pool

Total Profit	Amount
Income	(40,691.09)
Less Expense	7,443.20
Total Profit	(48,134.29)

Create Entries Summary	Amount
Fund Tax Rate	15.00 %
Total Profit	(48,134.29)
Less Permanent Differences	2,964.92
Less Timing Differences	0.00
Less Exempt Pension Income	0.00
Less Other Non Taxable Income	0.00
Add SMSF Non Deductible Expenses	0.00
Add Other Non Deductible Expenses	0.00
Add Total Franking/Foreign/TFN/FRW Credits	0.00
Less Realised Accounting Capital Gains	(43,845.86)
Less Tax Losses Deducted	0.00
Add Taxable Income Adjustment	7,253.35
Taxable Income	0.00
Income Tax on Taxable Income or Loss	0.00

Member Weighted Balance Summary	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.12	244,960.66
Donna Voytas(VOYDON00003A)	33.88	125,498.44

Profit/(Loss) Available for Allocation	Amount
Total Available Profit	(48,134.29)
Franking Credits	0.00
TFN Credits	0.00
FRW Credits	0.00
Total	(48,134.29)

Allocation to Members	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.12	(31,826.39)
Donna Voytas(VOYDON00003A)	33.88	(16,307.90)

Accumulation Weighted Balance Summary	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.12	244,960.66
Donna Voytas(VOYDON00003A)	33.88	125,498.44

Income Tax Expense Available for Allocation	Amount
Total Income Tax Expense Allocation	0.00

Allocation to Members	Weighting%	Amount
David Voytas(VOYDAV00002A)	66.12	0.00
Donna Voytas(VOYDON00003A)	33.88	0.00

Calculation of daily member weighted balances

Calculation of daily member weighted balances

David Voytas (VOYDAV00002A)

Member Balance

01/07/2022	50010	Opening Balance	244,960.66	244,960.66
Total Amount (Weighted)				244,960.66

Donna Voytas (VOYDON00003A)

Member Balance

01/07/2022	50010	Opening Balance	125,498.44	125,498.44
Total Amount (Weighted)				125,498.44

Calculation of Net Capital Gains

Capital gains from Unsegregated Pool	0.00
Capital gains from Unsegregated Pool - Collectables	0.00
Capital Gain Adjustment from prior segments	0.00
Realised Notional gains	0.00
Carried forward losses from prior years	0.00
Current year capital losses from Unsegregated Pool	43,845.86
Current year capital losses from Unsegregated Pool - Collectables	0.00
Total CGT Discount Applied	0.00
Capital Gain /(Losses carried forward)	0.00
CGT allocated in prior segments	0.00
Allocations of Net Capital Gains to Pools	
Capital Gain Proportion - Unsegregated Pool (0/0)=100.00%	0.00

Foreign Tax Offset Calculations

Segment 01 July 2022 to 30 June 2023

Claimable FTO - Unsegregated Pool	0.00
Claimable FTO	0.00

Total Claimable Foreign Credits for the Year **0.00**

Foreign Tax Offset (Label C1) **0.00**

Applied/Claimed FTO **0.00**

Allocations of Foreign Tax Offset to Members

David Voytas(VOYDAV00002A) - 100.00 %	0.00
Donna Voytas(VOYDON00003A) - 0.00 %	0.00
Total Foreign Tax Offset Allocated to Members	0.00



Income tax 551

Date generated	06 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

22 results found - from **01 July 2022** to **06 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
16 Aug 2023	21 Aug 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$6,259.86		\$0.00
16 Aug 2023	16 Aug 2023	Interest on overpayment for Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$150.86	\$6,259.86 CR
16 Aug 2023	1 Dec 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$6,109.00	\$6,109.00 CR
12 Apr 2023	17 Apr 2023	EFT refund for Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$423.78		\$0.00
11 Apr 2023	11 Apr 2023	Interest on overpayment for Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$46.98	\$423.78 CR
11 Apr 2023	3 Jun 2019	General interest charge			\$376.80 CR
11 Apr 2023	3 Dec 2018	Credit transferred to Integrated Client Account	\$1,623.00		\$376.80 CR
5 Apr 2023	3 Dec 2018	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$1,999.80	\$1,999.80 CR
22 Feb 2023	27 Feb 2023	EFT refund for Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$4,571.89		\$0.00
22 Feb 2023	22 Feb 2023	Interest on overpayment		\$137.89	\$4,571.89 CR
22 Feb 2023	22 Feb 2023	Credit transferred to Integrated Client Account	\$46.00		\$4,434.00 CR
22 Feb 2023	22 Feb 2023	Credit transferred to Integrated Client Account	\$6.00		\$4,480.00 CR
22 Feb 2023	1 Dec 2021	Credit transferred to Integrated Client Account	\$1,623.00		\$4,486.00 CR
22 Feb 2023	4 Jan 2021	General interest charge			\$6,109.00 CR
22 Feb 2023	1 Dec 2020	Credit transferred to Integrated Client Account	\$1,546.00		\$6,109.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
22 Feb 2023	1 Dec 2020	Credit transferred to Integrated Client Account	\$1,537.00		\$7,655.00 CR
22 Feb 2023	2 Jan 2020	General interest charge			\$9,192.00 CR
22 Feb 2023	2 Dec 2019	Credit transferred to Integrated Client Account	\$49.00		\$9,192.00 CR
1 Feb 2023	2 Jan 2020	General interest charge			\$9,241.00 CR
10 Jan 2023	1 Dec 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21		\$6,109.00	\$9,241.00 CR
10 Jan 2023	1 Dec 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$3,083.00	\$3,132.00 CR
10 Jan 2023	2 Dec 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19		\$49.00	\$49.00 CR



Activity statement 001

Date generated	06 September 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

19 results found - from **01 July 2022** to **06 September 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Apr 2023	14 Dec 2019	General interest charge			\$0.00
11 Apr 2023	3 Dec 2018	Credit transfer received from Income Tax Account		\$1,623.00	\$0.00
3 Apr 2023	1 Mar 2023	General interest charge			\$1,623.00 DR
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$1,623.00		\$1,623.00 DR
22 Feb 2023	22 Feb 2023	General interest charge			\$0.00
22 Feb 2023	22 Feb 2023	Credit transfer received from Income Tax Account		\$46.00	\$0.00
22 Feb 2023	22 Feb 2023	Credit transfer received from Income Tax Account		\$6.00	\$46.00 DR
22 Feb 2023	4 Jan 2022	General interest charge			\$52.00 DR
22 Feb 2023	1 Dec 2021	Credit transfer received from Income Tax Account		\$1,623.00	\$52.00 DR
22 Feb 2023	4 Jan 2021	General interest charge			\$1,675.00 DR
22 Feb 2023	1 Dec 2020	Credit transfer received from Income Tax Account		\$1,546.00	\$1,675.00 DR
22 Feb 2023	1 Dec 2020	Credit transfer received from Income Tax Account		\$1,537.00	\$3,221.00 DR
22 Feb 2023	1 Jun 2020	General interest charge			\$4,758.00 DR
22 Feb 2023	2 Dec 2019	Credit transfer received from Income Tax Account		\$49.00	\$4,758.00 DR
30 Oct 2022	30 Oct 2022	General interest charge			\$4,807.00 DR
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$1,623.00		\$4,807.00 DR
31 Jul 2022	23 Feb 2022	General interest charge			\$3,184.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$1,592.00		\$3,184.00 DR
1 Jul 2022	23 Feb 2022	General interest charge			\$1,592.00 DR



PAYG Instalments report 2023

Tax Agent 79549002
Last Updated 02/09/2023

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
925722083	THE TRUSTEE FOR VOYTAS FAMILY SUPERANNUATION FUND	1,623.00	1,623.00	Not Applicable	Not Applicable	3,246.00

Total No of Clients: 1





Superior Property

NORTH COAST

To Whom It May Concern,


20/12/2023

Re: Food Compliant Kiosk

20A Featherstone Drive,

Woolgoolga NSW

The kiosk appears in very good and mostly renovated condition. With a food compliance certificate in place and a busy street location this container kiosk is set to become an attractive business proposition. In comparing the price of similar types of container kiosks on the market I would expect the value of this kiosk at 20a Featherstone Road to be around \$25,000 in the current market.



Compiled by
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TRUSTEES DECLARATION
OTHER ASSET

We, David Voytas and Donna Voytas, being the trustee of the Voytas Family Super Fund, ABN: 35 733 811 226 hereby **Declare**, that the asset (i.e. a renovated shipping container) held by the Fund situated at 20A-20C Featherstone Dr Woolgoolga NSW which is managed by the members and is not leased to a related party, as defined by the SIS Act 1993 of the trustee(s) / member(s) and the leasing arrangements were conducted on commercial terms on an arm's length basis pursuant to section 109 of the SIS Act 1993 during the financial year ending 30 June 2023.

In support of this declaration, the trustees confirmed that the renovation of the Container would be completed in the 2024 FY and that the Fund would sell the container as soon as the work is done.

Dated:

David Voytas
Trustee

Donna Voytas
Trustee