

**Sigma Super Fund  
General Ledger**



As at 30 June 2021

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Real Estate Properties ( Australian - Residential) (77200)</b>					
<u>4963 Saint Andrews Terrace, Hope Island QLD, Australia (4963STANDREWS)</u>					
05/05/2021	Withdrawal from coinspot account - towards property purchase	1.00	7,097.00		7,097.00 DR
05/05/2021	Withdrawal from coinspot account - towards property purchase	0.00	609,793.00		616,890.00 DR
11/05/2021	Deposit to solicitors trust account	0.00	1,000.00		617,890.00 DR
03/06/2021	Withdrawal from coinspot account - towards property purchase	0.00	26,667.00		644,557.00 DR
04/06/2021	T/up settlement adjustments - rates	0.00		121.10	644,435.90 DR
04/06/2021	T/up settlement adjustments - Body corp	0.00		1,598.34	642,837.56 DR
04/06/2021	T/up settlement adjustments - sinking fund levy	0.00		385.49	642,452.07 DR
04/06/2021	T/up settlement adjustments - water	0.00	72.10		642,524.17 DR
04/06/2021	Withdrawal from coinspot account - towards property purchase	0.00	12,855.00		655,379.17 DR
04/06/2021	T/up balance of property purchase funds paid by Ka from personal account	0.00	34,088.00		689,467.17 DR
18/06/2021	Refund from Solicitor on property settlement	0.00		1,002.48	688,464.69 DR
		<b>1.00</b>	<b>691,572.10</b>	<b>3,107.41</b>	<b>688,464.69 DR</b>

Handwritten notes: \$69,150.00 and \$19.4A

Handwritten note: 79.2

Handwritten note: 9.45

Total Debits: 691,572.10

Total Credits: 3,107.41

# SETTLEMENT STATEMENT

9-2

**Matter No:** 20210213  
**Re:** Sigma 8301 Pty Ltd as trustee for Sigma 8301 Pty Ltd atf Siga Superfund Purchase from JAA Property Investments Pty Ltd as trustees under Instrument 720589422  
**Property:** 4963 Saint Andrews Terrace, Hope Island, Queensland 4212

**Settlement Date:** 4 June, 2021  
**Adjustment Date:**  
**Contract Date:** 7 May, 2021  
**Settlement Place:**  
**Settlement Time:**

Contract Price	\$690,000.00
Less Deposit	<u>29,500.00</u>
	\$660,500.00
Plus Rates (adjusted as paid for 1/01/2021 to 30/06/2021) <u>\$843.07 x 26 days</u> 181 days	<u>121.10</u>
	\$660,621.10
Plus Administrative Fund Levy (for 1/05/2021 to 31/07/2021) <u>\$2,579.77 x 57 days</u> 92 days	<u>1,598.34</u>
	\$662,219.44
Plus Sinking Fund Levy (for 1/05/2021 to 31/07/2021) <u>\$622.19 x 57 days</u> 92 days	<u>385.49</u>
	\$662,604.93
Less Water Usage (see calculation following)	<u>72.10</u>
<b>BALANCE AT SETTLEMENT</b>	<u><u>\$662,532.83</u></u>

1983.83

1,598.34  
 662,219.44  
 385.49

## CHEQUE DETAILS

1. Body Corporate for Livingstonia GTP 1712	\$128.18
2. Gold Coast City Council	\$158.73
	<u>\$662,245.92</u>

## CHEQUES TOTAL

\$662,532.83

## WATER USAGE CALCULATION

Date water paid to: 24/04/2021  
 Average daily usage = 0.24 kL  
 Days from date paid to settlement = 41  
 0.240 kL x 41 days = 9.840 kL

Charge per kL - \$4.212  
 Bulk water - \$3.115

**POSTED**

# SETTLEMENT STATEMENT

9-3

**Matter No:** 20210213  
**Re:** Sigma 8301 Pty Ltd as trustee for Sigma 8301 Pty Ltd atf Siga Superfund  
Purchase from JAA Property Investments Pty Ltd as trustees under  
Instrument 720589422  
**Property:** 4963 Saint Andrews Terrace, Hope Island, Queensland 4212

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*Adjustment -*

Tier 1:

9.840 kL x \$4.212

\$41.45

Bulk water:

9.840 kL x \$3.115

30.65

\$72.10

# Platinum Lawyers

ABN 84119998926

PO Box 469  
Oxenford QLD 4210  
Ph. 07 5519 9811  
Fax. 07 5519 9822  
reception@platinumlawyers.net.au

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## Trust Account Statement

Sigma Superfund as trustee for Sigma 8301 Pty Ltd  
5129 Saint Andrews Terrace  
HOPE ISLAND QLD 4212

As at: 29/07/2021

Person Responsible: Douglas McClelland

Matter: 20210213  
Client: Sigma 8301 Pty Ltd atf Siga Superfund  
Description: Purchase - 4963 St Andrew Terrace - JAA Property

Institution: WBC  
Account: Platinum Lawyers Law Practice Trust  
BSB: 034-153  
Account Number: 245186

\* Indicates entry date

Date	Transaction No.	Description	Withdrawal	Deposit	Balance
11/05/2021 *13/05/2021	Receipt 2768	Received from: Sigma 8301 Pty Ltd as trustee for Sigma 8301 Pty Ltd atf Siga Superfund 5129 Saint Andrews Terrace HOPE ISLAND QLD 4212 Reason: Costs & Outlays	-	\$1,000.00	\$1,000.00
04/06/2021 *07/06/2021	Receipt 2810	Received from: Sigma 8301 Pty Ltd as trustee for Sigma 8301 Pty Ltd atf Siga Superfund 5129 Saint Andrews Terrace HOPE ISLAND QLD 4212 Reason: Settlement Funds	-	\$690,500.00	\$691,500.00
07/06/2021 *08/06/2021	Payment E79	Paid by EFT to: Acc Name: - BSB- Acc No: - Reason: Settlement Funds	\$688,777.28	-	\$2,722.72
09/06/2021	Payment E85	Paid by EFT to: Acc Name: Platinum Lawyers General Account BSB034-153 Acc No: 245143 Reason: Trust to Office Transfer	\$1,720.24	-	\$1,002.48
18/06/2021	Payment E87	Paid by EFT to: Acc Name: Sigma Super Fund BSB062692 Acc No: 16758170 Reason: Refund	\$1,002.48	-	-
			\$691,500.00	\$691,500.00	-



Department of Resources  
ABN 59 020 847 551

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Lodger Code: PX 02050

PLATINUM LAWYERS QLD  
SHOP 5A 5 COTTONWOOD PL  
OXENFORD QLD 4212

Title Reference:	17233137
Lodgement No:	5066126
Office:	PEXA

*This is the current status of the title as at 07:22 on 09/06/2021*

**ESTATE AND LAND**

Estate in Fee Simple

LOT 98 BUILDING UNITS PLAN OF RESUBDIVISION 8832  
Local Government: GOLD COAST

**REGISTERED OWNER**

Dealing No: 720845327 07/06/2021

SIGMA 8301 PTY LTD A.C.N. 638 049 395  
UNDER INSTRUMENT 720845327

TRUSTEE

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by Deed of Grant No. 10196124 (POR 2)
2. Subject to Interests Notified on the Primary Plan GTP 1712

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

**DEALINGS REGISTERED**

720845327 TFR TO TTEE

20210213.Sigma

\*\* End of Registration Confirmation Statement \*\*

EV Dann  
Registrar of Titles and Registrar of Water Allocations

# Platinum Lawyers

Your Ref:  
Our Ref: DLM:KK:20210213

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16 June 2021

Sigma Superfund as trustee for Sigma 8301 Pty Ltd  
5129 Saint Andrews Terrace  
HOPE ISLAND QLD 4212

By email: kamagloire@hotmail.com

Dear Sir/Madam

**RE: YOUR PURCHASE FROM JAA PROPERTY INVESTMENTS PTY LTD AS  
TRUSTEES UNDER INSTRUMENT 720589422  
PROPERTY: 4963 SAINT ANDREWS TERRACE, HOPE ISLAND**

We confirm our earlier advice to you that the Contract for the purchase of the Property settled on 4 June 2021.

## Settlement

We **attach** a copy of the final settlement statement which sets out the adjustments to the purchase price and details of the cheques provided at settlement for the balance purchase price.

The purchase price was adjusted to take account of the Seller's liability for outgoings for the Property up to and including the settlement date and your liability for outgoings from that date.

You will be responsible for the payment of all future notices of assessment of outgoings for the Property.

## Transfer of Title

Although settlement generally marks the conclusion of the financial arrangements between you and the Buyer, the Buyer does not become the legal owner of the Property until registration of the transfer of the Property in the Land Titles Office.

This settlement was carried out using the PEXA system. The transfer was lodged electronically following settlement.

When the transfer is lodged for registration, the Registrar of Titles will inform the local government and various government departments of the change of ownership of the Property so that relevant records may be updated.

This should ensure that all future notices for the Property are directed to you.

## Land Tax

If, in connection with the purchase of the Property, you did not declare that you purchased the Property as your principal place of residence, you may be liable to pay land tax in relation to the Property. Land tax is calculated by reference to the taxable value of a property (i.e.,

Postal Address  
PO Box 469  
Oxenford Qld 4210

Street Address  
Suite 5a / 5 Cottonwood Place  
Oxenford Qld 4210

Contact  
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E: reception@platinumlawyers.net.au

the value of the land). The taxable value of all property of an owner in Queensland is aggregated to determine the rate of land tax payable. Absentee landowners (i.e., landowners who do not usually live in Australia) may be liable to pay additional land tax.

If you require advice in relation to your land tax liable, please contact us.

### **Insurance**

Building insurance must be effected from the business day after the contract is signed and is normally effected as a requirement of the lender. However if you have not already done so, please attend to this immediately. You may also wish to arrange for a contents policy at the same time.

### **Future sale of Property**

If at some point in time you wish to sell the Property, it will be important to consider whether matters affecting the Property should be disclosed to the Buyer (either to satisfy your disclosure obligations or to deal with relevant contractual obligations or warranties).

The searches that we undertook in connection with your purchase of the Property can obviously only be considered current at the time that were obtained and, for this reason, they will be of limited value when dealing with a future sale.

Despite this, we recommend that you retain the Property report that we provided to you so that you may refer to it if you later decide to sell the Property.

### **Our Account and Trust Account Statement**

We have **attached** our account for our professional costs and our outlays for the work undertaken by us in this matter.

We have also **attached** a trust account statement which sets out details of the funds received into our trust account in connection with this transaction and how those funds have been disbursed.

### **Other Matters**

Our instructions in this matter now appear to be complete and our retainer to act for you about the purchase of the Property has ended.

Now that your conveyancing matter is complete you should ensure, if you have not already done so, that you have up to date wills, powers of attorney, and perhaps advance health directives.

If we can assist you with this, please let us know.

On a final note, we invite you to leave a review on our Facebook and Google pages.



Yours faithfully

**PLATINUM LAWYERS**

**Karissa Kachel**

Mrs

Direct Email: [property@platinumlawyers.net.au](mailto:property@platinumlawyers.net.au)



Your Ref:  
Our Ref: DLM:20210213

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PLATINUM  
LAWYERS

Invoice date: 7 June 2021  
Invoice due: 21 June 2021

Sigma 8301 Pty Ltd as trustee for Sigma 8301 Pty Ltd atf Siga Superfund  
5129 Saint Andrews Terrace  
HOPE ISLAND QLD 4212

**TAX INVOICE NO: 2659**

**RE: YOUR PURCHASE FROM JAA PROPERTY INVESTMENTS PTY LTD AS  
TRUSTEES UNDER INSTRUMENT 720589422  
PROPERTY: 4963 SAINT ANDREWS TERRACE, HOPE ISLAND**

**Professional Fees**

Date	Staff	Description	Amount (Inc GST)	GST
04/06/2021	DLM	To our professional costs regarding extension of settlement date	\$165.00	\$15.00
07/06/2021	DLM	TO OUR PROFESSIONAL COSTS of and incidental to the settlement of your purchase, including: opening file; receiving your executed Contract; our initial correspondence to you advising of your dates and rights; telephone attendance upon you advising cooling-off; all relevant telephone attendances on you; all correspondence on you; preparation and completion of all relevant property searches; all telephone attendance and correspondence on your lender to arrange settlement; all telephone attendance and correspondence on seller's solicitor; preparation of settlement figures, arranging settlement; preparation of documents for Office of Sate Revenue stamping and In-house stamping; and all due care and consideration furnished;	\$1,210.00	\$110.00

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**Total** **\$1,375.00** **\$125.00**

**Disbursements**

Date	Description	Amount (Including GST)	GST
12/05/2021	QLD: Title Search - 17233137 (Supplier fee).	\$16.60	\$0.00

OUR FAMILY  
PROTECTING YOURS

T (07) 5519 9811  
E reception@platinumlawyers.net.au  
F (07) 5519 9822  
W www.platinumlawyers.net.au

ABN 84 119 998 926  
A 5A/5 Cottonwood Place  
Oxenford, QLD, 4210  
P PO BOX 469, Oxenford, QLD, 4210

12/05/2021	QLD: Title Search - 17233137 (Search fee).	\$19.90	\$1.81
12/05/2021	InfoTrack: QLD Certificate (over \$130) - Burke Shire Council: Rate Search (includes Water Meter Reading) - 98/BUP8832 (Supplier fee).	\$203.00	\$0.00
12/05/2021	InfoTrack: QLD Certificate (over \$130) - Burke Shire Council: Rate Search (includes Water Meter Reading) - 98/BUP8832 (Search fee).	\$48.95	\$4.45
12/05/2021	InfoTrack: QLD Contaminated Land Register - DEHP: Contaminated Land Search (Charged per Lot) - 98/BUP8832 (Supplier fee).	\$53.00	\$0.00
12/05/2021	InfoTrack: QLD Contaminated Land Register - DEHP: Contaminated Land Search (Charged per Lot) - 98/BUP8832 (Search fee).	\$33.23	\$3.02
12/05/2021	QLD: Plan Image - BUP8832 (Supplier fee).	\$18.00	\$0.00
12/05/2021	QLD: Plan Image - BUP8832 (Search fee).	\$19.45	\$1.77
12/05/2021	InfoTrack: QLD Land Tax Certificate - 98/BUP8832	\$64.21	\$5.84
25/05/2021	InfoTrack: QLD Certificate (over \$130) - Refund - Burke Shire Council: Rate Search (includes Water Meter Reading) - 98/BUP8832 (Supplier fee).	(\$203.00)	\$0.00
25/05/2021	InfoTrack: QLD Certificate (over \$130) - Refund - Burke Shire Council: Rate Search (includes Water Meter Reading) - 98/BUP8832 (Search fee).	(\$33.95)	(\$3.09)
25/05/2021	InfoTrack: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 98/BUP8832 (Supplier fee).	\$139.00	\$0.00
25/05/2021	InfoTrack: QLD Certificate (over \$130) - Gold Coast City Council: Rates and Water only search - 98/BUP8832 (Search fee).	\$48.95	\$4.45
02/06/2021	Secure file retention & destruction service (7 years)	\$42.90	\$3.90
<b>Total</b>		<b>\$470.24</b>	<b>\$22.15</b>

Fees & Disbursements	Deduction to Fixed Fee	Fixed Fee Total
\$1,845.24	\$-125.00	\$

Fixed Fee Total	Minus Trust Balance	Total Owing
\$	\$691500	\$





CLICK TO PAY

Visit: <https://platinumlawyers.rapidpay.com.au>  
Ref: 140231071923Billor Code: 244699  
Ref: 1402 3107 1923Use your online or mobile banking.  
RapidPay will appear as the Biller Name.BSB: 034153  
Account: 245143  
Ref: 140231071923Use your online or mobile banking.  
Insert reference in the description field.

\*Payments by credit cards may incur surcharge fees

PAYMENT DETAILS: By EFT to our Westpac account.  
BSB: 034-153  
A/C No: 245186  
Please use the matter number DLM:20210213 as your reference.

**Form 2***Legal Profession Act 2007 (s 331(3)) (LPA)***FORM OF NOTIFICATION OF CLIENT'S RIGHTS**  
***Your rights in relation to legal costs***

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

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

There may be other avenues available in your State or Territory (such as mediation). For more information about your rights, please read the fact sheet titled *Your right to challenge legal costs*. You can ask us for a copy, or obtain it from the **Queensland Law Society** (or download it from their website at [www.qls.com.au](http://www.qls.com.au)).

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This account is payable within 7 days. We reserve the right to withdraw any overdue accounts and substitute with an account in taxable form (time costed) even though it may be for a higher amount.

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Client No: 4640091 Duties Act 2001  
 Transaction No: 521-605-097  
 Duty Paid \$ 24,075.00  Exempt  
 UTI \$ .....  
 Date: 6 16 121 Signed: [Signature]

### Contract for sale

#### Reference Schedule

Contract Date 7th May 2021

**A. Agent**  
 SC REALTY PTY LTD in conjunction with The trustee for the Wylie Aspire Trust  
 ABN: 13 149 743 304 ACN: 619 207 368  
 Licence No. 4437550  
 Address Building 4, 1a Masthead Way (PO BOX 440) Sanctuary Cove QLD 4212  
 Telephone 07 5577 9999  
 Facsimile 07 5577 9333  
 Email contracts@wylie.net / a.wylie@wylie.net

**B. Seller**  
 Name JAA PROPERTY INVESTMENTS PTY LTD  
 A.C.N. 647 231 490 TRUSTEE UNDER INSTRUMENT 720589422  
 Address 4963 ST ANDREWS TERRACE HOPE ISLAND QLD 4212  
 Telephone .....  
 Facsimile .....  
 Email .....

**C. Seller's lawyers**  
 Name IMN LAWYERS - PAULINE JOHNS  
 Address PO BOX 684 BIGGERA WATERS 4216  
 Telephone +61 7 5529 5463  
 Facsimile .....  
 Email office1@imnlawyers.com.au

**D. Buyer**  
 Name SIGMA 8301 PTY LTD AS TRUSTEE FOR SIGMA SUPERFUND  
 A.C.N 638 049 395  
 Address 5129 ST ANDREWS TERRACE HOPE ISLAND QLD 4212  
 Telephone 0414 9774 055  
 Facsimile .....  
 Email kamajoire@hotmail.com

[Signature]

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## Background

- A. The Scheme applies in respect of the Sanctuary Cove Resort and the Lot is part of that Resort.
- B. The Seller desires to sell and the Buyer desires to purchase the Property, including freehold title to the Lot.

## Agreed terms

The parties agree that:

### 1 Definitions and Interpretation

#### 1.1 Definitions:

In this Contract:

- (a) terms in bold in the Reference Schedule have the meanings set opposite them; and
- (b) the following terms have the following meanings:

Term	Definition
<b>Act</b>	means the <i>Building Units and Group Titles Act 1980</i> (Qld).
<b>Approved Safety Switch</b>	means a residual current device as defined in the <i>Electrical Safety Regulation 2013</i> (Qld).
<b>ATO</b>	means the Australian Tax Office
<b>ATO Clearance Certificate</b>	means a certificate issued under section 14-220(1) of the <i>Withholding Law</i> which is current on the date it is given to the Buyer
<b>Authority</b>	means any government, semi-government, statutory, public or other authority having jurisdiction over the Land.
<b>Balance Purchase Price</b>	means the Purchase Price less the Deposit, adjusted under clause 8.
<b>Bankruptcy Act</b>	means the <i>Bankruptcy Act 1966</i> (Cth).
<b>Body Corporate Debt</b>	means any of the following owed by the Seller to the Body Corporate: <ul style="list-style-type: none"> <li>(a) any part of a contribution determined under section 38A and levied under section 32 of the Act, other than one to which clause 8.7(g) applies;</li> <li>(b) a penalty for not paying any part of such a contribution by its due date;</li> <li>(c) any other amount associated with ownership of the Lot.</li> </ul>
<b>Building Inspector</b>	means a person licensed to carry out completed residential building inspections under the <i>Queensland Building and Construction Commission Regulations 2003</i> .

Handwritten signature and initials, possibly 'J.P.' and 'K.', located at the bottom right of the page.

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- (a) the Stakeholder will be obliged to furnish as trustee a return of income in respect of that interest and pay income tax on it in accordance with that Act;
- (b) notwithstanding any other provision and whether or not either of the parties disputes the entitlement of any person to the deposit or such accrued interest, the Stakeholder is entitled to pay such tax by application of such of the interest accrued as the Stakeholder reasonably determines;
- (c) they jointly and severally will indemnify and hold harmless the Stakeholder from and against any claim, demand, proceeding, costs and damage made or instituted against or suffered or incurred by it as a result of its acting in accordance with paragraphs (a) and (b) and for any tax payable in excess of the amount available to it pursuant to paragraph (b), except tax in the nature of a late lodgement or late payment penalty resulting from any act or omission of the Stakeholder; and
- (d) the Stakeholder's reasonable costs and outlays of and incidental to the preparation and lodgement of the relevant returns of income, computation and payment of the tax and furnishing to the parties, such information and copy documents as they or either of them reasonably require concerning the things done by the Stakeholder under paragraphs (a) and (b), will be paid by the Stakeholder from the interest accrued on the Deposit before it accounts and makes payment.

**4.4 Documents**

The parties will on request by the Stakeholder execute and deliver to it such authorities and other documents as it reasonably requires to facilitate the operation of clauses 4.1 to 4.3.

**5 Deposit by bank guarantee**

**5.1 Seller may accept a bank guarantee**

The Seller may at the Seller's discretion accept in place of a cash deposit an unconditional bank guarantee:

- (a) for an amount equal to the Deposit;
- (b) payable to the Stakeholder on demand by the Stakeholder or Seller;
- (c) without an expiry date;
- (d) specifying the consideration for the issue of the bank guarantee as the Seller dispensing with the requirement for a cash deposit; and
- (e) in a form and from a bank approved by the Seller in the Seller's absolute discretion.

**5.2 Seller may call on the bank guarantee**

The Seller or Stakeholder may make demand under the bank guarantee without reference to the Buyer if the Buyer defaults under this Contract and the Seller declares the Deposit forfeited whether or not the Seller also elects to terminate this Contract.

**5.3 Payment of bank guarantee proceeds**

If demand is made under the bank guarantee, the amount paid under the bank guarantee must be paid to the Stakeholder and treated as the Deposit.

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**6.5 Exchange of Deposit Bond at Completion**

At Completion, at the same time the Buyer pays the Balance Purchase Price, the Buyer must give to the Seller, in exchange for the Deposit Bond, bank cheques as directed by the Seller or the Seller's lawyers totalling the amount secured by the Deposit Bond.

**7 Completion (transfer of title)**

**7.1 Place for Completion**

Completion is to take place on the Completion Date at such time during Business Hours as the Seller's lawyers nominate, at their office in the Place for Completion or such other place as they nominate.

**7.2 Completion requirements**

In exchange for the Balance Purchase Price to be paid by the Buyer to the Seller on the Completion Date the Seller will deliver to the Buyer:

- (a) duly executed, a transfer for the Lot to enable the Buyer to become, after stamping of the transfer, registered proprietor of the Lot free of registered Encumbrances except Title Encumbrances and any others set out in this Contract;
- (b) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the keys;
- (c) if there are Tenancies:
  - (i) the Seller's copy of any Tenancy agreements;
  - (ii) a notice to each tenant advising of the sale in the form required by law; and
  - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
- (d) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer,

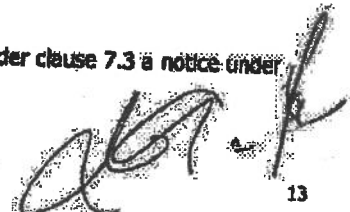
and if the Buyer has complied with all the Buyer's obligations under this Contract, the Seller will do all other things and execute and deliver all other documents necessary to complete this sale and ensure that the Buyer obtains a proper and valid title to the Property. If the keys are not delivered at Settlement under clause 7.2 (b), the Seller must deliver the keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

**7.3 Buyer to prepare documents**

The Buyer will prepare all documents required by the Buyer under clause 7.2 and deliver them to the Seller or its lawyers in reasonable time before the Completion Date to permit the Seller to execute them or procure their execution before that date.

**7.4 Section 53 notice**

The Buyer must submit in duplicate with the transfer tendered under clause 7.3 a notice under section 53 of the Act (Section 53 Notice):





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# Contract for sale

## Reference Schedule

**Contract Date**

8/5/21

**A. Agent**

SC REALTY PTY LTD in conjunction with The trustee for the Wyllie Aspire Trust ABN: 13 149 743 304 ACN: 619 207 368

Licence No. 4437550

Address Building 4, 1a Masthead Way (PO BOX 440) Sanctuary Cove QLD 4212

Telephone 07 5577 9999

Facsimile 07 5577 9333

Email [contracts@rwsp.net](mailto:contracts@rwsp.net) / [s.wyllie@rwsp.net](mailto:s.wyllie@rwsp.net)

**B. Seller**

Name JAA PROPERTY INVESTMENTS PTY LTD

A.C.N. 647 231 490 TRUSTEE UNDER INSTRUMENT 720589422

Address 4963 ST ANDREWS TERRACE  
HOPE ISLAND QLD 4212

Telephone

Facsimile

Email

**C. Seller's lawyers**

Name LMN LAWYERS - PAULINE JOHNS

Address PO BOX 664  
BIGGERA WATERS 4216

Telephone +61 7 5529 5463

Facsimile

Email [office1@lmnlawyers.com.au](mailto:office1@lmnlawyers.com.au)

**D. Buyer**

Name SIGMA 8301 PTY LTD AS TRUSTEE FOR SIGMA SUPERFUND

A.C.N 638 049 395

Address 5129 ST ANDREWS TERRACE  
HOPE ISLAND QLD 4212

Telephone

Facsimile

Email



<b>E. Buyer's lawyers</b>	<b>Name</b>	PLATINUM LAWYERS	
	<b>Address</b>	PO BOX 469 OXENFORD QLD 4210	
	<b>Telephone</b>	55199811	
	<b>Facsimile</b>	55199822	
	<b>Email</b>	reception@platinumlawyers.net.au	
<b>F. Property</b>		4963 ST ANDREWS TERRACE HOPE ISLAND QLD 4212	
<b>Lot</b>		Lot: 98 on BUP of Resub: 8832 County Ward Parish Coomera, title reference: 17233137	
<b>Body Corporate</b>		The Proprietors: LIVINGSTONIA BUP of Resub: 8832	
<b>Excluded Fixtures</b>			
<b>Included Chattels</b>		2 x wall mounted televisions, 1 x sound bar, 1 x garage door remote, 1 x dishwasher	
		Unless excluded above the Purchase Price includes all stoves hot water systems wall-to-wall floor coverings drapes and tracks blinds light fittings in-ground shrubs and all fixtures as inspected by the Purchaser.	
<b>Title Encumbrances</b>			
<b>G. Stakeholder</b>		SC Realty Pty Ltd T/A Ray White Sanctuary Cove	
<b>H. Purchase price</b>		\$690,000.00	
<b>I. Deposit</b>		\$29,500.00	Initial Deposit payable within two (2) days from when the seller signs this Contract
		\$	Balance Deposit (if any) payable on
<b>J. Default Interest Rate</b>			% If no figure is inserted, the Contract Rate applying at the Contract Date published by Queensland Law Society Inc will apply.
<b>K. Finance Amount</b>		\$	
<b>Financier</b>			
<b>Finance Date</b>			
		If all parts of this Item K are not completed, this Contract is not subject to finance and clause 9 does not apply.	
<b>L. Building and pest Inspection Date</b>			
		If no date is inserted here, the Contract is not subject to an inspection report and clause 10 does not apply.	

**M. Tenancy**

Tenant's name \_\_\_\_\_

Start date of term \_\_\_\_\_

Expiry date of term \_\_\_\_\_

Options \_\_\_\_\_

Rent \$ \_\_\_\_\_ Bond \$ \_\_\_\_\_

**N. Completion Date** FRIDAY 4TH JUNE 2021

**O. Place for Completion** Gold Coast

Insert city/town. If Brisbane is inserted, reference is to Brisbane CBD.

**Pool safety for non-shared pools**

Complete the following questions if there is a non-shared pool in the Lot

**Q1.** Is there a **non-shared pool on the Lot?**

- Yes
- No Clause 10.2 of this Contract does not apply

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

- Yes Clause 7.2(d) applies
- No Clause 10.2 applies (except for auction and some other excluded sales)

**Q3.** If the answer to Q2 is No, has a Notice of No Pool Safety Certificate been given prior to contract?

- Yes
- No

- WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.
- WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at Settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement
- If there is a pool on the Lot and Q2 is not completed Clause 10.2 applies.
- Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006

**Pool safety for shared pools**

Complete the following questions if there is a shared pool in the Lot

- A Is there a shared pool on the Land on or adjacent land used in association with the Land?  Yes  No
- B If the answer to A is Yes, is there a Compliance or Exemption Certificate for the shared pool at the time of contract?  Yes  No
- C If the answer to B is No, has a Notice of No Pool Safety Certificate been given prior to contract?  Yes  No

Note: This is an obligation of the Seller under Section 16 of the Building Regulations 2006.

**Electrical Safety Switch and Smoke Alarm**

This section must be completed unless the Land is vacant

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

- installed in the residence
- not installed in the residence

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



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

(select whichever is applicable)

- installed in the residence
- not installed in the residence

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

**Neighbourhood Disputes (Dividing Fences and Trees) Act 2011**

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

(select whichever is applicable)

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

**WARNING:** Failure to comply with s 83 Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

**GST WITHHOLDING OBLIGATIONS**

Is this Buyer registered for GST and acquiring the Land for a creditable purpose?

(select whichever is applicable)

- Yes
- No

← **WARNING:** the buyer warrants in clause 8.8.4 that this information is true and correct

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

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

(select whichever is applicable)

- the Buyer **is not** required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property;
- the Buyer **is** required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

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

## Background

- A. The Scheme applies in respect of the Sanctuary Cove Resort and the Lot is part of that Resort.
- B. The Seller desires to sell and the Buyer desires to purchase the Property, including freehold title to the Lot.

## Agreed terms

The parties agree that:

### 1 Definitions and interpretation

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#### 1.1 Definitions:

In this Contract:

- (a) terms in **bold** in the Reference Schedule have the meanings set opposite them; and
- (b) the following terms have the following meanings:

<b>Term</b>	<b>Definition</b>
<b>Act</b>	means the <i>Building Units and Group Titles Act 1980</i> (Qld).
<b>Approved Safety Switch</b>	means a residual current device as defined in the <i>Electrical Safety Regulation 2013</i> (Qld).
<b>ATO</b>	means the Australian Tax Office
<b>ATO Clearance Certificate</b>	means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer
<b>Authority</b>	means any government, semi-government, statutory, public or other authority having jurisdiction over the Land.
<b>Balance Purchase Price</b>	means the Purchase Price less the Deposit, adjusted under clause 8.
<b>Bankruptcy Act</b>	means the <i>Bankruptcy Act 1966</i> (Cth).
<b>Body Corporate Debt</b>	means any of the following owed by the Seller to the Body Corporate: <ul style="list-style-type: none"> <li>(a) any part of a contribution determined under section 38A and levied under section 32 of the Act, other than one to which clause 8.7(g) applies;</li> <li>(b) a penalty for not paying any part of such a contribution by its due date;</li> <li>(c) any other amount associated with ownership of the Lot.</li> </ul>
<b>Building Inspector</b>	means a person licensed to carry out completed residential building inspections under the <i>Queensland Building and Construction Commission Regulations 2003</i> .



<b>Term</b>	<b>Definition</b>
<b>Business Day</b>	means a day (other than a Saturday, Sunday, public holiday at the Place for Settlement or a day in the period 27 to 31 December (inclusive)) on which banks are open for business.
<b>Business Hours</b>	means 9.00am to 4.00pm on a Business Day.
<b>By-laws</b>	means the by-laws of the Body Corporate under the Act.
<b>CGT Withholding Amount</b>	means the amount determined under section 14-200(3) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235.
<b>Completion</b>	means the performance by the parties of all obligations they are required to perform on or before the Completion Date including delivery of possession of title to the Lot by the Seller and payment of the Balance Purchase Price by the Buyer.
<b>Compliance or Exemption Certificate</b>	means: <ul style="list-style-type: none"> <li>(a) a Pool Safety Certificate; or</li> <li>(b) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) <i>Building Act 1975</i> (Qld); or</li> <li>(c) an exemption from compliance on the grounds of impracticality under section 245B <i>Building Act 1975</i> (Qld).</li> </ul>
<b>Compliant Smoke Alarm</b>	means a smoke alarm complying with Section 104RB(2) or (4) of the <i>Fire and Emergency Services Act 1990</i> .
<b>Corporations Act</b>	means <i>Corporations Act 2001</i> (Cth).
<b>Council</b>	means Gold Coast City Council.
<b>Deposit Bond</b>	means a bond (however categorised) issued for the purposes of clause 6.
<b>Deposit Bond Provider</b>	means an issuer of a Deposit Bond which may be a Financier or an insurance company which issues Deposit Bonds.
<b>Development Control By-Laws</b>	means the development control by-laws (within the meaning of that term under the Resort Act) for the Resort.
<b>Encumbrance</b>	means: <ul style="list-style-type: none"> <li>(a) any mortgage, charge, pledge or lien, and any security interest or a preferential or adverse interest of any kind;</li> <li>(b) a title retention arrangement;</li> <li>(c) a right of any person to purchase, occupy or use assets (including under a hire purchase agreement, option, licence, lease, or agreement to purchase);</li> <li>(d) a right to set-off or right to withhold payment of a deposit or other money;</li> <li>(e) an easement, restrictive covenant, caveat or similar restriction over property (except, in the case of land, a covenant noted on the certificate of title to the land concerned);</li> <li>(f) an agreement to create any of the items referred to in</li> </ul>

Term	Definition
	<p>paragraphs (a) to (e) above or to allow any of those items to exist;</p> <p>(g) a notice under section 255 Tax Act (1936), subdivision 260-A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth), or any similar legislation;</p> <p>(h) a statutory encumbrance; or</p> <p>(i) a security interest registered on the Personal Property Securities Register established under the <i>Personal Property Securities Act 2009</i> (Cth) over Included Chattels and Improvements.</p>
<b>Exclusive Use Areas</b>	means the parts of common property allocated to the Lot under an exclusive use By-law.
<b>Financier</b>	means a trading bank, building society or credit union.
<b>General Purpose Socket Outlet</b>	means an electrical socket outlet as defined in the <i>Electrical Safety Regulation 2013</i> (Qld).
<b>GST</b>	means the good and services tax under the <i>GST Act</i>
<b>GST Act</b>	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and includes other GST related legislation.
<b>GST Withholding Amount</b>	means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commission of Taxation.
<b>Improvements</b>	means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items.
<b>Insolvent</b>	<p>means any of the following events occurring in relation to a Financier:</p> <p>(a) a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the Financier;</p> <p>(b) the Financier's property or undertaking becomes subject to a personal insolvency arrangement under part X Bankruptcy Act or a debt agreement under part IX Bankruptcy Act;</p> <p>(c) the Financier is, or becomes unable to, pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act, or is presumed to be insolvent under the Corporations Act;</p> <p>(d) the Financier ceases to carry on business; or</p> <p>(e) an application or order is made for the liquidation of the Financier or a resolution is passed or any steps are taken to liquidate or pass a resolution for the liquidation of the Financier, otherwise than for the purpose of an amalgamation or reconstruction.</p>
<b>Land</b>	means the lot or lots subdivided by the Plan.

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<b>Term</b>	<b>Definition</b>
<b>Lot</b>	means the lot described in Item F.
<b>Notice</b>	has the meaning given to it in clause 21.
<b>Notice of Nonconformity</b>	means a Form 26 under the <i>Building Regulation 2006</i> (Qld) advising how the pool does not comply with the relevant pool safety standard.
<b>Notice of No Pool Safety Certificate</b>	means the Form 36 under the <i>Building Regulation 2006</i> (Qld) to the effect that there is no Pool Safety Certificate issued for the Land and/or the Lot.
<b>Plan</b>	means the building units plan or group titles plan specified in Item F.
<b>Pool Safety Certificate</b>	has the meaning in Section 231C(a) of the <i>Building Act 1975</i> .
<b>Pool Safety Inspection Date</b>	means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following: (a) the Inspection Date for the Building and/or the Pest Inspection; or (b) two Business Days before the Settlement Date.
<b>Pool Safety Inspector</b>	means a person authorised to give a Pool Safety Certificate.
<b>Pool Safety Requirements</b>	means the requirements for pool safety contained in the under the <i>Building Act 1975</i> (Qld) and <i>Building Regulation 2006</i> (Qld).
<b>PPSR</b>	means the Personal Property Securities Register established under <i>Personal Property Securities Act 2009</i> (Cth).
<b>Property</b>	means: (a) the Lot; (b) the right to any Exclusive Use Areas; (c) the Improvements; and (d) the Included Chattels.
<b>Rent</b>	means any periodic amount, including outgoings, payable under the Tenancies.
<b>Reserved Items</b>	means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels.
<b>Resort Act</b>	means the <i>Sanctuary Cove Resort Act 1985</i> (Qld).
<b>Resort Land</b>	means the land defined in the Resort Act.
<b>Scheme</b>	means the Sanctuary Cove Resort scheme approved in respect of the Resort Land under the Resort Act.
<b>Security Interest</b>	means all security interests registered on the PPSR over Included Chattels and Improvements.
<b>Special Contribution</b>	means a contribution determined under section 38A(3), and levied under section 32 of the Act.
<b>Supplier</b>	means the entity making the Supply.
<b>Withholding law</b>	means Schedule 1 to the <i>Tax Administration Act 1953</i> (Cth).





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## 1.2 Interpretation

In this Contract:

- (a) words or expressions defined in the Act or the Resort Act and used in this Contract have the same meanings as are given to them under those statutes;
- (b) words importing the singular include the plural and vice versa and words importing any gender include the other genders;
- (c) a reference to an Act of Parliament, Code or Law or section or schedule of that Act, Code or Law is to be read as if the words 'and any statutory modification or re-enactment of it or substitution for it' were added to the reference and includes all statutory instruments issued from time to time under that Act, Code or Law;
- (d) references to authorities, institutes, associations and bodies (whether statutory or otherwise) are to be deemed, if any such authority, institute, association or body ceases to exist or is reconstituted, renamed or replaced or its powers or functions are transferred to any other authority, institute, association or body, to refer respectively to the authority, institute, association or body established or constituted in lieu thereof and/or as nearly as may be succeeding to its powers or functions;
- (e) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
- (f) references to a recital, clause, sub-clause, paragraph, schedule or annexure are to be construed as references to a recital, clause, sub-clause or paragraph of or schedule or annexure to this Contract and references to this Contract include its schedules and any annexures;
- (g) a reference to a document or agreement (including this Contract) includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (h) a reference to a party is to be construed as a reference to a party to this Contract;
- (i) where a party comprises two or more persons an agreement or obligation to be performed or observed by that party binds those persons jointly and severally and a reference to that party includes a reference to any one or more of those persons;
- (j) a reference to a party to this Contract or any other document or agreement includes its successors and permitted assigns;
- (k) the index and clause headings are to be disregarded;
- (l) references to 'dollar' and '\$' are to be construed as references to Australian currency;
- (m) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words in a permanent and visible form; and
- (n) if any day appointed or specified by this Contract for the doing of any act, matter or thing falls on a day which is not a Business Day, the day so appointed or specified is to be deemed to be the next day which is a Business Day.

**2 Agreement to sell and purchase**

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The Seller will sell to the Buyer and the Buyer will buy from the Seller the Property free from all Encumbrances except the Title Encumbrances and any others provided for in this Contract.

**3 Payment of purchase price**

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The Buyer will pay the Purchase Price (set out in Item H) as follows:

- (a) the Deposit (set out in Item I) to the Stakeholder at the times shown in the Reference Schedule; and
- (b) the balance (subject to any adjustments required by clause 8) to the Seller or as its lawyers previously direct on the Completion Date.

**4 Investment of and accounting for deposit**

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**4.1 Investment**

~~The Stakeholder is authorised to invest the Deposit on the following bases:~~

- ~~(a) The investment will be made in an interest bearing trust account in the name of the Stakeholder with such bank and on such conditions as the Seller nominates;~~
- ~~(b) Subject to clause 4.1(c) and clause 4.3(d), on Completion or if the Seller becomes entitled earlier:~~
  - (i) ~~the Deposit will be paid to the Seller; and~~
  - (ii) ~~all interest accrued on the Deposit will be paid to the Seller and the Buyer in equal shares;~~

~~and this clause is sufficient authority to the Stakeholder to make that payment; and~~

- ~~(c) Subject to clause 4.3(d) if the Deposit is forfeited to the Seller all interest accrued on it will be paid to the Seller.~~

**4.2 Stakeholder liability**

~~The Stakeholder will not be liable to any party by reason of delay or failure in investing the Deposit.~~

**4.3 30 June**

~~The parties agree for the benefit of the Stakeholder that if a 30 June (or more than one) falls between the date of investment of the Deposit and the Completion Date or date of termination of this Contract and circumstances are such that, in the reasonable opinion of the Stakeholder, the interest accrued on the investment of the Deposit from the date the investment was made to the next following 30 June or from a 1 July to the next following 30 June, as the case requires, is income to which no beneficiary is presently entitled for the purpose of division 6 of part III of the *Income Tax Assessment Act*.~~

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- (a) ~~the Stakeholder will be obliged to furnish as trustee a return of income in respect of that interest and pay income tax on it in accordance with that Act;~~
- (b) ~~notwithstanding any other provision and whether or not either of the parties disputes the entitlement of any person to the deposit or such accrued interest, the Stakeholder is entitled to pay such tax by application of such of the interest accrued as the Stakeholder reasonably determines;~~
- (c) ~~they jointly and severally will indemnify and hold harmless the Stakeholder from and against any claim, demand, proceeding, costs and damage made or instituted against or suffered or incurred by it as a result of its acting in accordance with paragraphs (a) and (b) and for any tax payable in excess of the amount available to it pursuant to paragraph (b), except tax in the nature of a late lodgement or late payment penalty resulting from any act or omission of the Stakeholder; and~~
- (d) ~~the Stakeholder's reasonable costs and outlays of and incidental to the preparation and lodgement of the relevant returns of income, computation and payment of the tax and furnishing to the parties, such information and copy documents as they or either of them reasonably require concerning the things done by the Stakeholder under paragraphs (a) and (b), will be paid by the Stakeholder from the interest accrued on the Deposit before it accounts and makes payment.~~

**4.4 Documents**

~~The parties will on request by the Stakeholder execute and deliver to it such authorities and other documents as it reasonably requires to facilitate the operation of clauses 4.1 to 4.3.~~

**5 Deposit by bank guarantee**

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**5.1 Seller may accept a bank guarantee**

The Seller may at the Seller's discretion accept in place of a cash deposit an unconditional bank guarantee:

- (a) for an amount equal to the Deposit;
- (b) payable to the Stakeholder on demand by the Stakeholder or Seller;
- (c) without an expiry date;
- (d) specifying the consideration for the issue of the bank guarantee as the Seller dispensing with the requirement for a cash deposit; and
- (e) in a form and from a bank approved by the Seller in the Seller's absolute discretion.

**5.2 Seller may call on the bank guarantee**

The Seller or Stakeholder may make demand under the bank guarantee without reference to the Buyer if the Buyer defaults under this Contract and the Seller declares the Deposit forfeited whether or not the Seller also elects to terminate this Contract.

**5.3 Payment of bank guarantee proceeds**

If demand is made under the bank guarantee, the amount paid under the bank guarantee must be paid to the Stakeholder and treated as the Deposit.



#### **5.4 Insolvency of a financial institution providing bank guarantee**

If the bank providing the bank guarantee becomes Insolvent and the Buyer fails to replace the bank guarantee either with a cash deposit or a replacement bank guarantee complying with clause 5.1 within five Business Days of a written request by the Seller to do so, the Buyer will be in default and the Seller may terminate this Contract, without limiting any other remedy available to the Seller.

#### **5.5 Exchange of bank guarantee at settlement**

At Completion, at the same time the Buyer pays the balance of the Purchase Price, the Buyer must give to the Seller, in exchange for the bank guarantee, bank cheques as directed by the Seller or the Seller's lawyers totalling the amount secured by the bank guarantee.

### **6 Deposit by Deposit Bond**

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#### **6.1 The Seller may accept Deposit Bond**

The Seller, in its sole discretion, may accept in place of a cash deposit a Deposit Bond:

- (a) for an amount equal to the Deposit;
- (b) payable to the Stakeholder on demand by the Stakeholder or Seller; and
- (c) in a form and from a Deposit Bond Provider approved by the Seller in the Seller's absolute discretion.

#### **6.2 Seller may call on the Deposit Bond**

The Seller or Stakeholder may make demand under the Deposit Bond without reference to the Buyer if the Buyer defaults under this Contract and the Seller declares the Deposit forfeited whether or not the Seller also elects to terminate this Contract.

#### **6.3 Payment of Deposit Bond proceeds**

If demand is made under the Deposit Bond, the amount paid under the Deposit Bond must be paid to the Stakeholder and treated as the Deposit.

#### **6.4 Seller may require Deposit Bond to be replaced**

If the Seller accepts a Deposit Bond the Buyer must at the Buyer's cost:

- (a) replace the Deposit Bond with a cash bond or bank guarantee complying with clause 5.1 within five Business Days of a written request by the Seller at any time; or
- (b) replace the Deposit Bond with a cash deposit or bank guarantee complying with clause 5.1 within five Business Days of a written request by the Seller if the Deposit Bond Provider is or becomes Insolvent,

failing which the Buyer will be in default and the Seller may terminate this Contract (without limiting any other remedy available to the Seller).

**6.5 Exchange of Deposit Bond at Completion**

At Completion, at the same time the Buyer pays the Balance Purchase Price, the Buyer must give to the Seller, in exchange for the Deposit Bond, bank cheques as directed by the Seller or the Seller's lawyers totalling the amount secured by the Deposit Bond.

**7 Completion (transfer of title)**

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**7.1 Place for Completion**

Completion is to take place on the Completion Date at such time during Business Hours as the Seller's lawyers nominate, at their office in the Place for Completion or such other place as they nominate.

**7.2 Completion requirements**

In exchange for the Balance Purchase Price to be paid by the Buyer to the Seller on the Completion Date the Seller will deliver to the Buyer:

- (a) duly executed, a transfer for the Lot to enable the Buyer to become, after stamping of the transfer, registered proprietor of the Lot free of registered Encumbrances except Title Encumbrances and any others set out in this Contract;
- (b) if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the keys;
- (c) if there are Tenancies:
  - (i) the Seller's copy of any Tenancy agreements;
  - (ii) a notice to each tenant advising of the sale in the form required by law; and
  - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
- (d) if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer,

and if the Buyer has complied with all the Buyer's obligations under this Contract, the Seller will do all other things and execute and deliver all other documents necessary to complete this sale and ensure that the Buyer obtains a proper and valid title to the Property. If the keys are not delivered at Settlement under clause 7.2 (b), the Seller must deliver the keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

**7.3 Buyer to prepare documents**

The Buyer will prepare all documents required by the Buyer under clause 7.2 and deliver them to the Seller or its lawyers in reasonable time before the Completion Date to permit the Seller to execute them or procure their execution before that date.

**7.4 Section 53 notice**

The Buyer must submit in duplicate with the transfer tendered under clause 7.3 a notice under section 53 of the Act (**Section 53 Notice**):



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- (a) the Seller or its agent will sign both such documents and insert in them respectively as the date of delivery of the transfer and the date of disposal of the Lot the date of Completion; and
- (b) on Completion the Seller will deliver one copy of the section 53 Notice to the Buyer and promptly after Completion deliver the other to the Body Corporate.

#### **7.5 Mortgage**

If on Completion the Lot is subject to any mortgage or charge then the Buyer must accept a duly executed release of that mortgage or charge capable of immediate registration in the appropriate office and to obtain that release the Seller may apply the whole or any part of the money payable by the Buyer under this Contract.

#### **7.6 Possession of Property and title to the Included Chattels**

On the Completion Date, in exchange for the balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at Completion.

#### **7.7 Assignment of covenants and warrants**

At Completion, the Seller assigns to the Buyer the benefit of all:

- (a) covenants by the tenants under the Tenancies;
- (b) guarantees and bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
- (c) manufacturers' warranties regarding the Included Chattels; and
- (d) builders' warranties on the Improvements,

to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 *Property Law Act 1974* (Qld) does not apply.

#### **7.8 Reservations**

- (a) The Seller must remove the Reserved Items from the Property before the Completion Date.
- (b) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (c) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this Contract and appropriate those Reserved Items or dispose of them in any way.
- (d) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 7.8(b) or 7.8(c).



## **8 Adjustments**

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### **8.1 Outgoings**

For the purpose of this clause, **Outgoings** includes rates, water rates, taxes (including land tax), assessments and contributions to the Body Corporate.

### **8.2 Apportionment**

All Outgoings in respect of the Lot will be borne and paid by the Seller up to and including the Completion Date and after that by the Buyer and will, if necessary, be apportioned between the Seller and the Buyer upon Completion.

### **8.3 No separate assessment**

Until separate assessments of Outgoings are issued or available in respect of the Lot, the Lot will be treated as liable for the same proportion of those Outgoings levied or paid against the Land or against the Lot or the other lots forming part of the Land as the lot entitlement of the Lot bears to the total lot entitlement of all lots in the Plan.

### **8.4 Area basis calculations**

Until separate assessments of Outgoings are issued or available in respect of the Lot, the Lot is to be deemed liable for the same proportion of those Outgoings as its area bears to the total area of the parcel of land to which the assessment relates.

### **8.5 Land tax**

Land Tax will be calculated as if the Lot was the only land owned by the Seller at midnight on the 30 June immediately preceding the Completion Date and the Seller was a natural person resident in Queensland.

### **8.6 Seller's undertakings**

If any relevant authority does not issue a clearance to the Buyer before Completion in respect of Outgoings for the Lot, the Buyer cannot refuse to Complete or require that any part of the balance Purchase Price be retained and must accept the Seller's undertaking, hereby given, to pay all Outgoings owing or to be assessed on the Lot or the Land up to and including the Completion Date and to pay land tax to the end of the financial year which is current at the Completion Date.

### **8.7 Other adjustments and matters relevant to Completion**

- (a) Arrears of Rent for any rental period ending on or before the Completion Date belong to the Seller and are not adjusted at settlement.
- (b) Unpaid Rent for the rental period including both the Completion Date and the following day (**Current Period**) is not adjusted until it is paid.
- (c) Rent already paid for the Current Period or beyond must be adjusted at Settlement.
- (d) If Rent payments are reassessed after the Completion Date for periods including the Completion Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 8.7(a), 8.7(b) and 8.7(c).



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- (e) Payments under clause 8.7(d) must be made within 14 days after notification by one party to the other but only after any additional payment from the Tenant has been received.
- (f) The Seller is liable for:
  - (i) any Special Contribution levied on or before the Contract Date; and
  - (ii) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing at Completion.
- (g) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (h) If an amount payable by the Seller under clause 8.7(f) is unpaid at the Completion Date, the Buyer may deduct the specified amount from the Balance Purchase Price at Settlement and must pay it promptly to the Body Corporate.
- (i) For the purposes of clause 8.7(f), an amount payable under an exclusive use By-law will be treated as levied on the date it is due.
- (j) The cost of bank cheques payable at settlement:
  - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
  - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (k) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
- (l) Upon written request by the Buyer, the Seller will, prior to Completion, give the Buyer a written statement, supported by reasonable evidence of:
  - (i) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
  - (ii) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 8.
- (m) If the Seller becomes aware of a change to the information provided, the Seller will as soon as practicable provide the updated information to the Buyer.

**8.8 ATO Clearance Certificate**

8.8.1 if both the following apply:

- (a) The market value of the Lot and Improvements at the Contract Date is \$750,000.00 or more and this sale is not an excluded transaction under s14-215 of the Withholding Law; and
- (b) the Seller has not given the Buyer on or before the settlement for each person comprising the Seller either:
  - (i) an ATO Clearance Certificate; or



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- (ii) a variation notice under s 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil.

then:

- (c) for clause 8.8(b), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Deputy Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's trust Account;
  - (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
  - (e) the Seller must return the bank cheque in paragraph (c) to the buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
  - (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with s 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- 8.8.2 For clause 8.8.1(a) and section 14-215, the market value of the Lot and improvements is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:

- (a) the Property includes items in addition to the Lot and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer.

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

8.8.3 If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:

- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
  - (i) a *GST Property Settlement Withholding Notification form* ("Form 1"); and
  - (ii) a *GST Property Settlement Date Confirmation form* ("Form 2");
- (c) On or before settlement, the Buyer must give the Seller copies of:
  - (i) the Form 1;
  - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference;
  - (iii) confirmation from the ATO that the Form 2 has been lodged; and

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- (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in the favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.

8.8.4 The Buyer warrants that the statements made by the Buyer in Reference Schedule under the GST Withholding Law Obligations are true and correct.

## **9 Finance**

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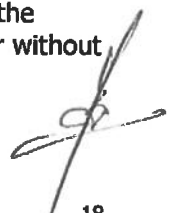
- (a) This Contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (b) The Buyer must give notice to the Seller that:
  - (i) approval has not been obtained by the Finance Date and the Buyer terminates this Contract; or
  - (ii) the finance condition has been either satisfied or waived by the Buyer.
- (c) The Seller may terminate this Contract by notice to the Buyer if notice is not given under clause 9(b) by 5.00pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give this notice.
- (d) The Seller's right under clause 9(c) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 9(b).

## **10 Building and pest inspection reports and pool safety**

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### **10.1 Building and pest inspections**

- (a) This Contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (b) The Buyer must give notice to the Seller that:
  - (i) a satisfactory inspector's report under clause 10.1(a) has not been obtained by the Inspection Date and the Buyer terminates this Contract. The Buyer must act reasonably; or
  - (ii) clause 10.1(a) has been either satisfied or waived by the Buyer.
- (c) If the Buyer terminates this Contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.



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- (d) The Seller may terminate this Contract, by notice to the Buyer if notice is not given under clause 10.1(b) by 5.00pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (e) The Seller's right under clause 10.1(d) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 10.1(b).
- (f) If required under the *Queensland Building and Construction Commission Act 1991* the Inspector referred to in clause 10.1(a) must hold a current licence under that Act.

**10.2 Pool safety for non-shared pool on Lot**

- (a) This clause 10.2 applies if:
  - (i) there is a pool on the Lot and the answer to Q2 of the Reference Schedule is No or Q2 is not completed (for a non-shared pool on the Lot); and
  - (ii) this Contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (b) This Contract is conditional upon:
  - (i) the issue of a Pool Safety Certificate; or
  - (ii) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued,by the Pool Safety Inspection Date.
- (c) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
  - (i) the Buyer to arrange the inspection; and
  - (ii) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (d) If a Pool Safety Certificate has not issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
  - (i) terminates this Contract; or
  - (ii) waives the benefit of this clause 10.2.

**10.3 The Buyer must act reasonably**

- (a) The Seller may terminate this Contract by notice to the Buyer if notice is not given under clause 10.2(d) by 5.00pm on the Pool Safety Inspection Date.
- (b) The Seller's right under clause 10.3(a) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 10.2(d).
- (c) The right of a party to terminate under this clause 10.3, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

9.3b

- (d) If the Buyer terminates this Contract under clause 10.2(d)(i), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

## **11 Title**

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Title to the Lot is under the Act and the *Land Title Act 1994* (Qld) and it is sold and the Buyer will take title subject to:

- (a) the provisions of the Act and the Resort Act;
- (b) the lot entitlement and all matters contained in, endorsed or annexed to the Plan;
- (c) the easements for support, shelter and services expressed or implied in favour of or against the proprietor of a Lot and all ancillary rights by virtue of the Act and the Resort Act;
- (d) the By-Laws;
- (e) the provisions of any by-laws passed or to be passed pursuant to the Resort Act;
- (f) all notifications, easements and restrictions (except any mortgage) noted on an instrument of title for the Resort Land, or provided for in this Contract which will or may be noted on the instrument of title for the Lot; and
- (g) any transfer, lease, easement or other right over any common property given to the local authority or any other relevant authority, the Body Corporate, the owner of any other part of the Resort Land or any other buyer of a lot in the Plan.

## **12 Buyer not to caveat**

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Except if this Contract is an instalment contract under section 74 of the *Property Law Act 1974* (Qld), the Buyer must not lodge or permit to be lodged any caveat affecting the Lot.

## **13 Title warranties and matters affecting the Property**

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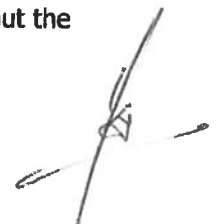
### **13.1 Requisitions**

The Buyer waives absolutely the right to raise or deliver any objection, requisition or inquiry to or upon title to the Lot, acknowledges and accepts the warranties contained in clause 13.2 and in any other provision of this Contract and, subject to those warranties, accepts the Seller's title to the Lot.

### **13.2 Seller warranties**

The Seller warrants that:

- (a) it has full legal capacity to enter into this Contract and complete the sale without the consent of any other person;
- (b) it is or will at Completion be the registered proprietor in fee simple of the Lot;



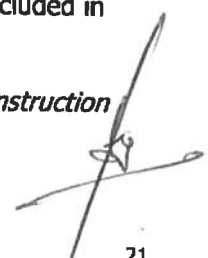
- (c) on Completion the Lot will be free from all encumbrances and adverse interests except any disclosed or provided for in this Contract;
- (d) except as is disclosed or provided for in this Contract, it is not aware of any latent defect in the Lot or any actual or proposed resumption or road alignment affecting the Lot or any other land comprised in the Plan; and
- (e) the Body Corporate will not at Completion have any outstanding or contingent liabilities except for ordinary operating expenses.

**13.3 Survey and mistake**

- (a) This clause 13.3 applies if the Lot is a lot in a group title plan.
- (b) The Buyer may survey the Lot.
- (c) If there is:
  - (i) an error in the boundaries or area of the Lot;
  - (ii) an encroachment by structures onto or from the Lot; or
  - (iii) a mistake or omission in describing the Lot or Improvements or the Seller's title to it,
 which is:
  - (iv) immaterial; or
  - (v) material, but the Buyer elects to complete this Contract, the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before Completion.
- (d) The Buyer may not delay Completion or withhold any part of the Balance Purchase Price because of any compensation claim under clause 13.3(c).
- (e) If there is a material error, encroachment or mistake, the Buyer may terminate this Contract before Completion.

**13.4 Property adversely affected**

- (a) If at the Contract Date:
  - (i) the present use of the Lot is not lawful under the relevant town planning scheme;
  - (ii) access or any service to the Lot passes unlawfully through other land;
  - (iii) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Lot;
  - (iv) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
  - (v) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,



and that has not been disclosed in this Contract, the Buyer may terminate this Contract by notice to the Seller given no later than 2 Business Days before the Completion Date.

- (b) If no notice is given under clause 13.4(a), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (c) The Seller authorises the Buyer to inspect records held by any authority, including security interests on the Personal Property Securities Register relating to the Property.

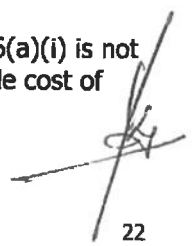
**13.5 Buyer may not object**

Despite clause 13.3 and 13.4, the Buyer may not terminate this Contract, make any objection or requisition or claim compensation or damages for a matter which is or arises from:

- (a) any service to the Lot, the Land or the Resort Land being a joint service with any other land or that it passes through or over any other land or that any such service to other land passes through or over the Lot, the Land or the Resort Land;
- (b) any transfer, lease, easement or other right over any of the common property, given or being given to the Council or any other relevant authority, the Body Corporate or any other owner of part of the Resort Land or other buyer of a lot on the Plan;
- (c) any boundary of the Lot, the Land or the Resort Land not being fenced or that a boundary fence or wall is not upon or within the boundary of the Lot, the Land or the Resort Land;
- (d) the easements created or implied by the Act and the Resort Act and any necessary service easement affecting the common property;
- (e) the by-laws of the Body Corporate in force upon registration of the Plan or as subsequently amended or repealed and notwithstanding that the Registrar of Titles has not recorded notification of an amendment or repeal of a by-law on the Plan;
- (f) the existence of passage through the Lot, the Land, the Resort Land or any adjoining land of pipes, wires or connections of any system or service to the Lot, the Land, the Resort Land or adjoining property or jointly to one or more of them and whether or not that is protected by a registered easement;
- (g) the provisions of any by-laws passed or to be passed pursuant to the Resort Act; or
- (h) any encroachment on the Lot, the Land or the Resort Land by improvements on adjoining land or vice versa.

**13.6 Requirements of authorities**

- (a) Subject to clause 13.6(e), any valid notice or order by any competent authority or court or tribunal established under the statute requiring work to be done or money spent in relation to the Property (**Work or Expenditure**) must be fully complied with:
  - (i) if issued before the Contract Date, by the Seller before the Completion Date;
  - (ii) if issued on or after the Contract Date, by the Buyer.
- (b) If any Work or Expenditure that is the Seller's responsibility under clause 13.6(a)(i) is not done before the Completion Date, the Buyer is entitled to claim the reasonable cost of



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work done by the Buyer in accordance with the notice or order referred to in clause 13.6(a) from the Seller after Completion as a debt.

- (c) Any Work or Expenditure that is the Buyer's responsibility under clause 13.6(a)(ii), which is required to be done before the Completion Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (d) The Buyer may terminate this Contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG, 247 or 248 of the *Building Act 1975* or sections 588 or 590 of the *Sustainable Planning Act 2009* that affects the Property.
- (e) Clause 13.6(a) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

## 14 Errors and misdescriptions

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If a mistake is made in the description of the Resort Land, the Land, the Lot or the common property in this Contract or any other error appears in the particulars in the Reference Schedule, that mistake or error will not annul the sale but, unless the Buyer's remedies are limited or excluded by this Contract, compensation or an equivalent will be given and taken by the Seller or the Buyer as the case requires.

## 15 Risk

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The Property is at the risk of the Seller until Completion.

## 16 Access

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

1. once to read any meter;
2. for inspections under clause 10;
3. once to inspect the Property before Settlement; and
4. once to value the Property before Settlement.

## 17 Time

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**17.1** Time is of the essence of this Contract, except regarding any agreement between the parties on a time of day for Settlement.

### 17.2 Suspension of Time

- (1) This clause 17.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:

- (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
  - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Natural Disaster on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 17.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
- (a) that the Suspension Period has ended;
  - (b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date; and
  - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 17.2:
- (a) **"Affected Party"** means a party referred to in clause 17.2(1);
  - (b) **"Delay Event"** means
    - i. a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
    - ii. riot, civil commotion, war, invasion or a terrorist act;
    - iii. an imminent threat of an event in paragraphs (i) or (ii);
    - iv. compliance with any lawful direction or order by a Government Agency; or
    - v. an event where the Affected Party is medically diagnosed as having contracted the COVID-19 Virus and/or is in isolation as a result of any Government direction and as a result of either of these matters is prevented from being able to complete its settlement obligations.
  - (c) **"Government Agency"** means the government of the Commonwealth of Australia or an Australian State or Territory or local government and includes their authorities, agencies and government owned corporations and authorised officers, courts and tribunals;



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- (d) **"Settlement Obligations"** means the parties obligations under clauses 3, 7, 8, 9 and 10.
- (e) **"Suspension Period"** means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

## 18 Default

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### 18.1 Seller's rights

If the Buyer fails to comply with any condition of this Contract then the Seller may, in addition to any other remedy available to it at law or in equity:

- (a) affirm this Contract and sue the Buyer for damages for breach;
- (b) affirm this Contract and sue the Buyer for specific performance and damages or for damages in lieu of specific performance; or
- (c) terminate this Contract from the date of breach; and
  - (i) if the Buyer is in possession, resume possession of the Property; and/or
  - (ii) forfeit the money paid on account of the Purchase Price to the extent of 10% of the Purchase Price; and/or
  - (iii) sue the Buyer for damages for breach of contract; and/or
  - (iv) without notice to the Buyer resell the Property by public auction or private contract with power to vary or rescind any contract of sale and buy in at any auction and the deficiency and price on such resale and the expenses of and incidental to repossession, to the present sale and such resale any abortive attempt to resell and all rates, taxes and other outgoings accrued due in respect of the Lot or other Property at the date of resale which were payable by the Buyer under this Contract are to be paid to the Seller by the Buyer and be recoverable as liquidated damages. Any profit on resale belongs to the Seller.

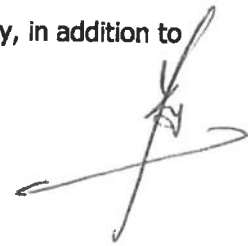
### 18.2 Indemnity

The Buyer will indemnify the Seller against any loss the Seller sustains from the Buyer's default including legal costs on a solicitor and own client basis incurred by the Seller.

### 18.3 Buyer's rights

If the Seller fails to comply with any condition of this Contract then the Buyer may, in addition to any other remedy available to it at law or in equity:

- (a) affirm this Contract and sue the Seller for damages for breach;



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- (b) affirm this Contract and sue the Seller for specific performance and damages or for damages in lieu of specific performance; or
- (c) terminate this Contract from the date of breach; and
  - (i) recover the Deposit and any interest earned; and/or
  - (ii) sue the Seller for damages.

#### **18.4 Indemnity**

The Seller will indemnify the Buyer against any loss the Buyer sustains from the Seller's default including legal costs on a solicitor and own client basis incurred by the Buyer.

#### **19 Interest on late payments**

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Without derogating from the strict effect of clauses 3, 17 and 18, any money (including the Deposit) payable under this Contract and not paid when due will bear interest from that date to the date of payment at the Default Interest Rate per annum simple interest. That interest may be recovered as liquidated damages and is payable on demand. Any judgement for money payable under this Contract will likewise bear interest from the date of judgement to the date of payment.

#### **20 Body corporate search authorisations**

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The Seller:

- (a) authorises the Buyer and any person authorised in writing by the Buyer to apply to:
  - (i) any Body Corporate to do any of the things specified in section 40(1) of the Act.
- (b) will provide the Buyer with the name and address of the secretary or body corporate manager of any Body Corporate.

#### **21 Notices**

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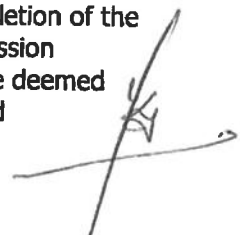
##### **21.1 Permitted methods of giving notice**

Any notice or other written communication (**Notice**) provided for under this Contract may be given by a party or its lawyer to the other or its lawyer by delivery, post, facsimile transmission or email to the address, facsimile number or email address of the other party or its lawyer.

##### **21.2 Deemed time of receipt**

A Notice which is:

- (a) delivered or sent by facsimile will be deemed received on delivery or completion of the facsimile transmission, provided the transmitting machine issues a transmission confirmation report, but any Notice received outside Business Hours will be deemed received at the beginning of Business Hours on the next Business Day; and



- (b) posted will be deemed to be given and received on the second Business Day after the day of posting.
- (c) sent by email is not 'given' until it is capable of being retrieved by the addressee at the nominated email address in accordance with s. 24 of the Electronic Transactions (Queensland) Act 2001.
- (d) given after 5pm will be treated as given on the next Business Day.

### **21.3 Method of signing**

Any Notice:

- (a) given by a corporation, may be signed on its behalf by any director or other authorised officer;
- (b) given by any party, may be signed by its lawyers; and
- (c) any Notice signed by a party's lawyers will be deemed to be given with the authority of that party.

### **21.4 Addresses etc. for notices**

Until a party gives notice as provided in the preceding provisions of this clause of another address or facsimile notice in Australia of itself or its lawyers, the parties' respective addresses and facsimile numbers and those of their respective lawyers are as set out in the Reference Schedule.

## **22 Costs, stamp duty**

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### **22.1 Costs**

The Seller and the Buyer will each pay its own costs of and incidental to the sale and purchase.

### **22.2 Stamp duty**

The Buyer must pay all duty under the *Duties Act 2001* (Qld) on this Contract and the transfer by the Seller to the Buyer, and if not paid by the Buyer may be paid by the Seller and recovered from the Buyer.

## **23 No merger**

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Notwithstanding the Completion of this sale and purchase and notwithstanding the registration of the transfer in favour of the Buyer any condition or any part or parts thereof to which effect is not given by such Completion or registration and which is capable of taking effect after Completion or registration shall remain in full force and effect.



**24 Entire agreement**

---

**24.1 This Contract is entire agreement**

This Contract constitutes the entire agreement of the parties as to its subject matter and supersedes and cancels all prior arrangements, understandings and negotiations in connection with it.

**24.2 Buyer's acknowledgement**

The Buyer acknowledges that:

- (a) it has entered into this Contract after satisfactory inspection and investigation of the Lot and other Property;
- (b) it has not relied on any representations made by the Seller, the Agent or any other person acting or purporting to act on behalf of the Seller; and
- (c) neither the Seller nor any person purporting to act on its behalf has made any representation or warranty with respect to any of the subject matter of this Contract except as is contained in this Contract.

**25 Governing law**

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This Contract will be governed by and construed and interpreted in accordance with the laws of Queensland and in the event of any dispute or disagreement the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State and all courts having appellate jurisdiction from those courts.

**26 Alteration to agreement**

---

Any modification, alteration, change or variation of or to any term or condition of this Contract will be ineffective unless made in writing and executed by and or on behalf of each party in such manner as to be legally binding upon it or signed on its behalf by its solicitors. Any such signature by a party's solicitors will be deemed made with the authority of the party and accordingly bind the party.

**27 Foreign investment statement**

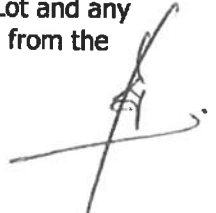
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The Seller gives the Buyer notice that, if the Buyer is a 'foreign person' for the purpose of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*, the Treasurer's consent is not required under that Act to the Buyer's purchase of the Property because Sanctuary Cove Resort has integrated tourism resort designation as per the attached letter from Treasury.

**28 Dividing fences**

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Despite anything in the *Neighbourhood Disputes Resolution Act 2011 (Qld)*, the Seller and/or the Body Corporate will not be required to contribute to any dividing fence between the Lot and any adjoining land owned by the Seller. The Buyer waives any right to claim contribution from the Seller.



9.45

## **29 GST**

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### **29.1 Definitions**

Any terms capitalised in clause 29 and not already defined in clause 1.1 have the same meaning given to those terms in the GST Act.

### **29.2 Consideration is GST inclusive**

The Purchase Price including any GST payable on the Supply of the Property to the Buyer and the consideration for any other Supply made under or in connection with this Contract includes GST.

### **29.3 Reduction for Input Tax Credits**

If a party is required to make any payment or reimbursement under this Contract, that payment or reimbursement will be reduced by the amount of any Input Tax Credits to which the other party (or the Representative Member for a GST Group of which it is a member) is entitled.

### **29.4 Taxable Supply**

If a Supply made under or in connection with this Contract is a Taxable Supply, then at or before the time the consideration for the Supply is payable the Supplier must give the Recipient a Tax Invoice for the Supply.

### **29.5 Warranty that Tax Invoice is issued regarding a Taxable Supply**

Where a Tax Invoice is given by the Supplier, the Supplier warrants that the Supply to which the Tax Invoice relates is a Taxable Supply and that it will remit the GST (as stated on the Tax Invoice) to the Australian Taxation Office.

## **30 Confidentiality**

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The parties must maintain absolute confidentiality concerning the existence and terms of this Contract and no public announcement or communication relating to the negotiations of the parties or the existence, subject matter or terms of this Contract may be made or authorised by or on behalf of a party without the prior written approval of the other parties except that a party may make such disclosures in relation to this Contract as it may in its absolute discretion think necessary:

- (a) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed; or
- (b) to comply with any applicable law or the requirements of any regulatory body (including any relevant stock exchange).

## **31 Electronic Statement**

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### **31.1 Application of Clause**

- (1) Clause 31 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement and overrides any other provision of this contract to the extent of any inconsistency.

9.4b

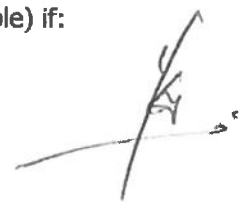
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 31.1(1).
- (3) Clause 30 (except clause 31.5(2)) cease to apply if either party gives notice under clause 31.5 that settlement will not be an Electronic Settlement.

### **31.2 Completion of Electronic Workspace**

- (1) The parties must:
  - (a) Ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule and Digitally Signed prior to settlement; and
  - (b) Do everything else required in the Electronic Workspace to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an outgoing:
  - (a) the Buyer may, by notice in writing to the Settler, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
  - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
  - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
  - (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 31.2(4)(a);
  - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
  - (d) the Seller and the Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

### **31.3 Electronic Settlement**

- (1) Clauses 7.1, 8.7(j) and 8.7(k) do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 3(b).
- (3) The Seller and Buyer will be taken to have complied with clause 8.8.1 (if applicable) if:
  - (a) the Buyer complies with clause 8.8.1(d).



9.47

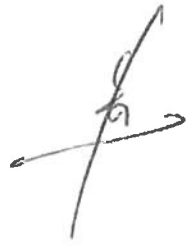
- (b) the Financial Settlement Schedule specifies payment of the GT Withholding Amount to the account nominated by the Deputy Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 7.2(a) if, at settlement, the Electronic Workspace contains Transfer Documents and (if applicable) release of the Encumbrances (other than releases of Encumbrances referred to in clause 30.3(5)) for Electronic Lodgement in the Land Registry.
- (5) The Seller will be taken to have complied with clause 7.2(a),(b),(c) and (d) if the Seller's Solicitor:
  - (a) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 7.2(b) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
  - (b) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer of Buyer's Solicitor no later than the Business Day after settlement; and
  - (c) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (6) A party is not in default to the extent it is prevented from complying with an obligation because the other party of the other party's Financial Institution has not done something in the Electronic Workspace.
- (7) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.

**31.4 Computer System Unavailable**

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

**31.5 Withdrawal from Electronic Settlement**

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 31.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
  - (a) the transaction is not a Qualifying Conveyancing Transaction; or
  - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to PEXA; or
  - (c) the Buyer's or Seller's Financial Institution is unable to settle using PEXA.
- (3) If clause 31.5(2) applies:



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(a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and

(b) the Settlement Date will be extended to the date 5 business Days after the Settlement Date.

### 31.6 Costs

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

### 31.7 Definitions for clause 30

In clause 31:

Digitally sign and Digital Signature have the meaning in the ECNL.

**ENCL** means Electronic Conveyancing National Law (Queensland)

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

**Electronic Lodgement** means lodgement of a document in Land Registry in accordance with the ENCL.

**Electronic Settlement** means settlement facilitated by PEXA.

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

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

**Financial Settlement Schedule** means the electronic settlement schedule with the Electronic Workspace listing the source accounts and destination accounts.

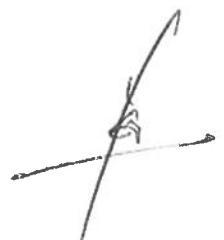
**PEXA** means the system operated by property Exchange Australia Ltd for settlement of conveyancing transactions and lodgement of Land Registry documents.

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

## 32 Special conditions

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This Contract is subject to the special conditions (if any) contained in Schedule 1.





9.49

## Schedule 1

### Special Conditions

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1. This Contract may be entered into by and becomes binding on the parties named in the Contract upon one party signing the Contract that has been signed by the other party (or a photocopy/facsimile or email copy of the same) and transmitting a facsimile or email copy thereof to the other party's Agent or Solicitor. A photocopy of the Contract executed by either or both parties by facsimile or email shall be deemed to be sufficient evidence of the existence of the Contract.
2. The Vendor agrees to pay commission to SC Realty Pty Ltd trading as Ray White Sanctuary Cove plus Goods and Services Tax applicable to the supply of the Agent's services under this Contract.
3. The Purchaser acknowledges that he has not relied on any representation by the Vendors, the Vendors' agent or any other person or corporation in and about entering into this Contract other than as set out herein and that the conditions and stipulations herein constitute the only agreement between the Purchaser and the Vendors
4. The parties acknowledge the property is a 'Domestic Residence' for the purposes of the Electricity Regulation 1994, as amended by the Electricity Amendment Regulation (No 3) 2002. The Vendors disclose that an approval safety switch has been installed for the general purpose socket outlet in the Domestic Residence.
5. The Vendors give notice to the Purchaser that a Compliant Smoke Alarm is installed in the residence in accordance with the Fire and Rescue Service Act 1990.
6. The Buyer/s acknowledge and accept the term in which a full copy of the Section 40, Body Corporate Disclosure Statement will be supplied to them and/or their solicitor within three (3) business days from the contract date.
7. This contract is subject to and conditional upon satisfactory inspection and or service of the air-conditioning unit to ensure performance of the air-conditioning in the bedrooms within 21 days of contract date.



9.50

# Schedule 2

Treasury Letter

Telephone: (02) 6263 1795  
Overseas: (61-2) 6263 1795  
Facsimile: (02) 6263 2940



Foreign Investment Policy Division  
The Treasury  
Langton Crescent  
CANBERRA ACT 2600

// April 2002  
Our ref: FIR 2001/4648/T

The Secretary  
Mulpha Sanctuary Cove (Developments) Pty Limited  
Level 20, 55 Market Street  
SYDNEY NSW 2000

Dear Sir/Madam

### INTEGRATED TOURIST RESORT - SANCTUARY COVE RESORT, GOLD COAST

I confirm that the designation of the Sanctuary Cove Resort as an Integrated Tourist Resort in 1991 continues under the ownership of Mulpha Australia Limited through its wholly owned subsidiary, Mulpha Sanctuary Cove (Developments) Pty Limited ("MSCD"), on condition that no part of the Resort, apart from individual residential lots and dwellings, are sold by MSCD to unrelated third parties.

Accordingly, and subject to the above condition, the Treasurer certifies under Regulation 3(r) of the Foreign Acquisitions and Takeovers Act 1975 that the acquisition of residential real estate (ie vacant land and land on which a dwelling exists) within the Sanctuary Cove Resort by foreign persons is exempt from the normal restrictions applying to foreign acquisitions of residential property and does not require further foreign investment approval.

Any person who intends to dispose of their interest in residential real estate within the Sanctuary Cove Resort to a foreign person must provide a copy of this certificate to that person.

Yours faithfully

  
Margaret Kyburn  
Acting Manager  
Tertiary Industries Unit

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# Execution

EXECUTED as an agreement

Signed by the Seller(s)

on / /20 in the presence of:

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Signature of Seller(s)

**This Contract may be subject to a five business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the Contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the Contract and his or her cooling off rights, before signing.**

Signed by the Buyer(s)

on 6/05/2021 in the presence of:

^ \_\_\_\_\_  
Signature of witness

^ \_\_\_\_\_  
Signature(s) of Buyer(s)  
SIGMA 8301  
PTY LTD,  
AS TRUSTEE FOR  
SIGMA SUPER FUND

The Stakeholder acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as the Stakeholder for the parties as provided in this Contract.

\_\_\_\_\_  
Stakeholder



9-52

## Guarantee and Indemnity

---

In consideration of the Seller named in the Schedule at the end of this Guarantee and Indemnity (**Seller**) agreeing at the request of the guarantors named in that Schedule (**Guarantors**), confirmed by the Guarantors signing this guarantee and indemnity, to accept the offer of the person named as Buyer in that Schedule (**Buyer**) to purchase the Lot described in the contract to which this guarantee and indemnity is annexed (**Contract**) on the basis that a guarantee and indemnity be given in terms of this guarantee and indemnity, the Guarantors jointly and severally covenant with the Seller as follows:

- (a) the Guarantors, as a principal obligor and not merely as surety, irrevocably and unconditionally guarantee to the Seller (and indemnify the Seller in respect of) the due and punctual performance of all the obligations of the Buyer under or arising out of the Contract including (without limitation):
  - (i) payment when due of all amounts payable by the Buyer under the Contract;
  - (ii) performance when due of all other obligations of the Buyer under the Contract;
  - (iii) prompt payment of all amounts for which the Buyer may become liable in respect of any breach of the Contract;
- (b) the Guarantors' obligations under this guarantee and indemnity are unconditional, irrespective of:
  - (i) the validity, regularity and enforceability of any provision of the Contract;
  - (ii) the absence of any action by the Seller or the Buyer to enforce the Contract;
  - (iii) the waiver or consent of the Seller in respect of any provision of the Contract;
  - (iv) the recovery of any judgment against the Buyer;
  - (v) any action to enforce judgment against the Buyer;
  - (vi) any variation of the terms of the Contract;
  - (vii) any time or indulgence granted to the Buyer by the Seller;
  - (viii) the dissolution of the Buyer;
  - (ix) any change in the status, function, control or ownership of the Buyer;
  - (x) any consolidation, merger, conveyance or transfer by the Buyer;
  - (xi) any other dealing, transaction or arrangement between the Seller and the Buyer;
  - (xii) any other circumstances which might otherwise constitute a legal or equitable discharge of or defence to a surety;
- (c) this guarantee and indemnity will be a continuing guarantee and indemnity which will not be discharged except by complete performance of all the obligations of the Buyer under or arising out of the Contract; and



- (d) the Seller may require the Guarantors to make a payment or perform any other obligation of the Buyer under or arising out of the Contract:
  - (i) without first requiring the Buyer to do so; and
  - (ii) irrespective of whether such payment or other obligation would be enforceable against the Buyer.

**Name of Seller** JAA PROPERTY INVESTMENTS PTY LTD A.C.N. 647 231 490 TRUSTEE UNDER INSTRUMENT 720589422

---

**Name of Buyer** SIGMA 8301 PTY LTD ACN 638049395 AS TRUSTEE FOR SIGMA SUPERFUND PTY LTD

---

**Name(s) and address(es) of Guarantors** ~~SHIKA MAGLOIRE~~ SHIKA MAGLOIRE  
5129 ST ANDREWS TERRACE HOPE ISLAND QLD 4212

---




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---

This guarantee and indemnity is executed as a deed.

**SIGNED SEALED AND DELIVERED** )  
 by SHIKA MAGLOIRE as )  
 Guarantor on 06/05/2021 in the presence  
 of: SHIRLEY ANN WYLLIE

  
 \_\_\_\_\_  
 Signature of Guarantor

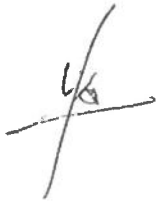
  
 \_\_\_\_\_  
 Signature of witness

**SIGNED SEALED AND DELIVERED** )  
 by \_\_\_\_\_ as )  
 Guarantor on / /20 in the presence  
 of:

\_\_\_\_\_  
 Signature of Guarantor

\_\_\_\_\_  
 Signature of witness

**THIS GUARANTOR IS GIVEN EXPRESS NOTICE BY THE SELLER THAT IT IS ADVISABLE FOR THE GUARANTOR TO TAKE SPECIFIC INDEPENDENT LEGAL ADVICE ON THE TERMS OF THE CONTRACT AND THE EXTENT OF THE GUARANTOR'S OBLIGATIONS UNDER THIS GUARANTEE PRIOR TO SIGNING THE DOCUMENT.**





425  
—

9-54  
Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719  
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060  
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

## CERTIFICATE OF CURRENCY

To Whom It May Concern

**Date:** 04.03.21  
**Policy No.:** 06S8002589  
**Type of Insurance:** Residential Strata Insurance  
**Period Of Insurance:** : From 4.00pm 28th February 2021  
To 4.00pm 28th February 2022

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured : Justicia - GTP 107472

Situation : Sanctuary Cove QLD 4212

Section 1 :	Building including common contents	\$ Not Insured
	Loss of Rent/Temporary Accommodation (15%)	\$ Not Insured
	Catastrophe or Emergency (15%)	\$ Not Insured
	Additional Loss of Rent	\$ Not Insured
	Additional Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Not Insured
Section 3 :	Theft	\$ Not Insured
Section 4 :	Liability	\$ Not Insured
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 7,500,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ Not Insured
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ Not Insured
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ Not Insured
Section 13:	Workers Compensation	Not Insured

Excesses :

Not Applicable

On behalf of the Insurers: Insurance Australia Limited trading as  
CGU Insurance ABN 11 000 016 722

9-55



Strata Unit Underwriting Agency Pty Ltd  
T/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719  
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060  
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

**CERTIFICATE OF CURRENCY**

Justicia  
(SUU QLD G8004 0167651/002)

**Leeza Cox**

---

**From:** 50 Pence <kamagloire1@gmail.com>  
**Sent:** Friday, 25 February 2022 10:34 AM  
**To:** Leeza Cox  
**Subject:** Property purchase - solicitor

Payment to solicitor was done with a bankers cheque.

Conveyancer | Platinum Law



[property@platinumlawyers.net.au](mailto:property@platinumlawyers.net.au)

Conveyancer | Platinum Law

100 St Georges Terrace

[www.platinumlawyers.net.au](http://www.platinumlawyers.net.au)





10.1

## Income tax 002

Date generated	24/05/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

4 results found - from 24 May 2020 to 24 May 2022 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
25 Feb 2022	25 Feb 2022	General interest charge			\$0.00
25 Feb 2022	24 Feb 2022	Payment received		\$792.65	\$0.00
25 Feb 2022	1 Jul 2021	General interest charge			\$792.65 DR
24 Feb 2022	2 Mar 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$792.65		\$792.65 DR

-518 Ato long

\$274.65 creditor



10.2

## Activity statement 004

---

Date generated	24/05/2022
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

---

0 results found - from 24 May 2020 to 24 May 2022 sorted by processed date ordered newest to oldest



BMT Tax Depreciation  
QUANTITY SURVEYORS

11-1

# Capital Allowance and Tax Depreciation Schedule

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Maximising the cash return from investment properties

Sigma 8301 Pty Ltd ATF Sigma Super Fund  
4963 St Andrews Terrace  
HOPE ISLAND QLD 4212



11.2

7 September 2022

Sigma 8301 Pty Ltd ATF Sigma Super Fund

Dear Sir/Madam,

Thank you for selecting BMT Tax Depreciation to complete your Capital Allowance and Tax Depreciation Schedule.

This document outlines the relevant information, legislation and methodology used in the assessment of the potential capital works deductions for 4963 St Andrews Terrace, HOPE ISLAND QLD 4212.

For your convenience we have included an explanation and summary of the calculations used in this schedule.

We trust our service and the deductions outlined in the following schedules will exceed your expectations. BMT strive for excellence and appreciate any feedback you may have.

Our commitment to the continuous development of our service ensures you receive the maximum depreciation deductions you're entitled to.

We invite you to register for our online portal MyBMT. MyBMT allows you to view and update your schedule, access and download existing schedules, upload property files including photos and receipts, add members of your investment team and share your schedule with your Accountant or Tax Adviser all in one convenient location. For more information and to register visit [www.mybmt.bmtqs.com.au](http://www.mybmt.bmtqs.com.au).

To learn more about property depreciation visit [www.bmtqs.com.au](http://www.bmtqs.com.au). We have a range of free tools and resources to assist you on your property investing journey.

Should you require any further information or clarification, please contact one of our depreciation experts or our Chief Executive Officer, Mr Bradley Beer.

Once again, thank you for choosing BMT Tax Depreciation and we look forward to working with you in the future.

Yours sincerely,



BMT Tax Depreciation Pty Ltd  
Quantity Surveyors  
AIQS, RICS, AVAA, Tax Agent: 53712009

Quantity Surveyors  
Tax Depreciation Specialists

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# BMT Capital Allowance and Tax Depreciation Schedule overview

The following is a summary of the information used by BMT Tax Depreciation when preparing this Capital Allowance and Tax Depreciation Schedule. The ownership details and structure play a significant part in the methodology that is used and subsequently changes the results of the schedule and the calculations used within it. Any changes to the ownership entity or structure may make this report inaccurate. To update your details please contact the expert team at BMT Tax Depreciation on 1300 728 726 or log in to MyBMT at [www.mybmt.bmtqs.com.au](http://www.mybmt.bmtqs.com.au).

**Schedule prepared for:** Sigma 8301 Pty Ltd ATF Sigma Super Fund  
**Property address:** 4963 St Andrews Terrace, HOPE ISLAND QLD 4212  
**Ownership interest:** 100 per cent

Co-owners must divide the income and expenses for the rental property in line with their 'interest' in the property. The two co-owner structures are:

- Joint tenants - each holds an equal interest in the property, or
- Tenants in common - may hold unequal interests in the property, for example, one may hold a 20 per cent interest and the other an 80 per cent interest

Co-owned depreciating assets, as outlined in section 40-35 of the Income Tax Assessment Act 1997 (ITAA 1997), are able to be calculated and deducted based on each owner's interest in the asset, and not the whole asset. For example, joint tenants with an equal 50 per cent share can claim an immediate write-off for items costing \$600 or less as each co-owner's share is no more than \$300 each. When an owner's share of an asset is valued at less than \$1,000, it can be added to a low-value pool assuming there is no immediate write-off.

**Property type:** Residential  
**Purchase price:** \$690,000  
**Settlement date:** 7 June 2021  
**Construction completion date:** 1 September 1999  
**Schedule start date:** 7 June 2021  
**Date available to provide income:** 7 June 2021

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## Methodology

The Capital Allowance and Tax Depreciation Schedule prepared for Sigma 8301 Pty Ltd ATF Sigma Super Fund on 4963 St Andrews Terrace, HOPE ISLAND QLD 4212 has been prepared and calculated in accordance with the legislation applicable on 7 September 2022.

The Capital Allowance and Tax Depreciation Schedule is based on BMT Tax Depreciation's understanding of the Commissioner of Taxation's assumed intent and the interpretation of the relevant tax rulings and supportive documents:

- Capital allowances in accordance with Division 10D ITAA 1936, (Sections 124ZEB-ZM and Section 124ZFB), Division 40 and 43 ITAA 1997

It is a requirement to advise BMT Tax Depreciation when any actual costs in whole or part thereof are available prior to the preparation of the Capital Allowance and Tax Depreciation Schedule. Where costs have been provided, they have been used and noted accordingly in this schedule. In the event that costs are not available, BMT Tax Depreciation use estimating procedures and methodology to adjust estimates to that on the historical date in which the actual construction or installation took place.

The construction expenditure has been determined on the basis of the estimated cost incurred in relation to the construction of a building including fixed elements, extensions, alterations and structural improvements.

Construction expenditure calculated includes:

- Preliminary expenses such as professional Architect, Engineer and Surveyor's fees and the cost of foundation excavations
- Builder's or Contractor's margin
- Allowance for contingencies

Construction expenditure calculated excludes:

- Site clearance, earthworks that are permanent, can be economically maintained and are not integral to the installation or construction of a structure
- Demolition of existing structures
- Soft landscaping
- Cost of acquiring land
- Developer's profit and overheads



The following additional information has been used in the preparation of the Capital Allowance and Tax Depreciation Schedule:

- Written and verbal information provided by Sigma 8301 Pty Ltd ATF Sigma Super Fund
- Verbal information provided by City of Gold Coast
- Site inspection conducted by BMT Tax Depreciation on 14 July 2022
- Purchase price of \$690,000

The following assumptions have been made in the preparation of the Capital Allowance and Tax Depreciation Schedule:

- That you are not entitled to input tax credits and therefore GST is included in the appropriate items within the schedule
- That no schedule of capital allowances existed or formed a condition of the purchase documentation
- Qualifying expenditure and capital allowance rates have been calculated with the understanding that the property is used for the production of assessable income, excluding short-term traveller's accommodation or non-residential usage
- No additional actual costs in whole or part thereof are available at this time
- The owners are not carrying on a rental property business

Owners are advised to discuss and confirm the above assumptions with their Tax Adviser prior to using the Capital Allowance and Tax Depreciation Schedule.

Recent law changes were made relating to plant and equipment deductions (i.e., depreciation deductions).

The amendments to the ITAA 1997 will generally affect asset holders who acquired depreciating assets after 7:30pm on 9 May 2017, and will additionally affect some asset holders who acquired assets before this time, but were not using the asset for a taxable purpose at anytime during the 2017 income year. For completeness, the amendments should not affect asset holders who are using the assets in the course of carrying on a business. Additionally, the amendments should not apply to certain entity classes, such as corporate tax entities.

The key changes include the following:

- Subsequent owners (those who purchase a second-hand residential property) who exchange contracts after 9 May 2017 will not be able to claim depreciation on existing plant and equipment assets
- Any qualifying additional assets added to a property can be depreciated as normal if the only use at that time will be or has been for a taxable purpose
- Owners of brand new properties will generally be able to depreciate plant and equipment assets within the property if the only use at that time will be or has been for a taxable purpose
- Investors will still be eligible to claim qualifying capital works deductions, which are deductions available on the structure of the building. This includes any additional capital works carried out by themselves or a previous owner. The capital works deduction is available on residential properties whose construction commenced after 16 September 1987; and structural improvements are claimable for alterations whose construction commenced after 26 February 1992
- Under the changes, existing residential property investments will be grandfathered. This means that any investor who exchanged contracts for the acquisition of a property prior to 7.30pm 9 May 2017 can still claim plant and equipment depreciation (for assets within the property) per normal. However, if the property was not used for a taxable purpose at all during the 2017 income year and became income producing after 1 July 2017 then the amendments will apply.

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11.8

## Disclaimer

The contents of this page and the totality of this document are subject to this disclaimer. The information contained within this document has been prepared by BMT Tax Depreciation Pty Ltd on the basis of estimated costs and information provided to BMT Tax Depreciation Pty Ltd. This document is intended for use by the client only. No information in this document may be interpreted as legal, accounting or taxation advice. Individuals should consult with their legal, accounting or taxation advisers before relying on any part of this document. This document is prepared in accordance with legislation in force at the time the asset was acquired and the date this document was produced.

Should the client not elect to use the pooling system, then the total cost figure can be used and the applicable depreciation rates applied. All pooled items have been depreciated at 18.75 per cent in the year of acquisition and 37.5 per cent each year thereafter. The cumulative capital loss total row of figures displays the amount of division 40 deductions that have not been able to be claimed during ownership up until the end of the financial year.

BMT Tax Depreciation Pty Ltd is not responsible for the result of any actions taken on the basis of the information provided in this document or any error in or omission from this document. BMT Tax Depreciation Pty Ltd does not accept any liability, in any form, for any consequences, loss, or damage as a result of any person acting upon or relying upon the information contained in this document. This document has been prepared for depreciation purposes only and it is not suitable for any other purpose. Neither the whole nor any part of this document may be provided to any party without the express prior written approval of BMT Tax Depreciation Pty Ltd.

## Experience and qualifications

Quantity Surveyors are recognised by the Commissioner of Taxation to have appropriate construction costing skills to estimate building costs for the purpose of determining your capital works and tax depreciation deductions (see Tax Ruling 97/25).

Please find below BMT Tax Depreciation's relevant qualifications and associations with governing bodies:

- **AIQS - Australian Institute of Quantity Surveyors**

As a member of the AIQS, a professional standards body, BMT Tax Depreciation upholds its professionalism and standards to the highest level. The institute plays an important role by ensuring that industry standards and information are continuously updated.

- **RICS - Royal Institute of Chartered Surveyors**

BMT Tax Depreciation are proud members of RICS, allowing us access to the latest methodology used by Surveyors across Australia and the world.

- **AVAA - Auctioneers & Valuers Association of Australia**

BMT Tax Depreciation is also a member of the AVAA. The AVAA works to elevate and maintain the standards of professional knowledge and sound practice relating to accurately valuing a variety of plant and equipment.

- **PIPA - Property Investment Professionals of Australia**

As a member of PIPA, BMT Tax Depreciation are committed to maintaining high levels of professional standards through their work in educating property investors on the benefits of tax depreciation.

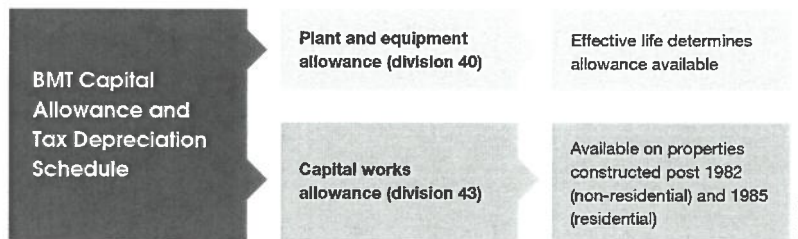
- **Registered Tax Agent**

BMT Tax Depreciation are registered Tax Agents qualified to prepare depreciation schedules for any rental, commercial or investment property under the Tax Agents Services Act 2009. Our Tax Agents number is 53712009.

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## Summary of capital expenditure

Purchase price	\$690,000
Expenditure after purchase	\$1,600
<b>Total expenditure</b>	<b>\$691,600</b>



Division 43 – capital works allowance total as at 7 June 2021 \$206,864

Division 43 – original capital works allowance total \$125,155

Division 43 as outlined in ITAA 1997, allows a deduction for capital expenditure incurred in the construction of any capital works. The deduction claimed as a capital works allowance depends on the type of construction and the date construction commenced. See the definition of division 43 within the glossary of key terms for further clarification on the qualifying dates for capital works deductions. The deductible amount for division 43 excludes both division 40 and any non qualifying balance of capital expenditure.

Division 40 – plant and equipment \$1,600

The owner of the property exchanged contracts after 7.30pm 9 May 2017 or were not using the property for a taxable purpose prior to 1 July 2017. Therefore, the owner of this property is unable to claim depreciation under division 40 in relation to existing plant and equipment assets (within the property). However, the owner is able to claim any qualifying plant and equipment assets they add to the property after purchase (which are used for a taxable purpose and not second hand) and an updated schedule should be prepared when this occurs.

Balance of capital expenditure \$483,136

This represents all items included in the purchase price that do not qualify for capital works deductions or decline in value and any capital works deductions which are already exhausted. Construction expenditure that cannot be claimed (as per Australian Taxation Office (ATO) guidelines) include:

- Land
- Expenditure on clearing the land prior to construction
- Earthworks that are permanent, and are not integral to the construction
- Expenditure on soft landscaping
- Demolition

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**Division 43 – capital works allowance**

The table below outlines the division 43 building write-off allowance available to be claimed over forty years from the construction completion date. The depreciation calculated has been deemed to be on structural elements only completed after the legislated dates.

Works	Date	Rate	Original cost (\$)
Original works	1-Sep-99	2.5%	125,155
Additional works	1-Oct-20	2.5%	152,407

Calculation for write-off provision:

Period	Original division 43 (\$)
7-Jun-21 to 30-Jun-21	457
1-Jul-21 to 30-Jun-22	6,939
1-Jul-22 to 30-Jun-23	6,939
1-Jul-23 to 30-Jun-24	6,939
1-Jul-24 to 30-Jun-25	6,939
1-Jul-25 to 30-Jun-26	6,939
1-Jul-26 to 30-Jun-27	6,939
1-Jul-27 to 30-Jun-28	6,939
1-Jul-28 to 30-Jun-29	6,939
1-Jul-29 to 30-Jun-30	6,939

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Diminishing value method summary

Date	Division 40 plant	Division 40 pooled plant	Total division 40	Total division 43	Total
7-Jun-21 to 30-Jun-21	0	0	0	457	457
1-Jul-21 to 30-Jun-22	245	0	245	6,939	7,184
1-Jul-22 to 30-Jun-23	226	0	226	6,939	7,165
1-Jul-23 to 30-Jun-24	188	0	188	6,939	7,127
1-Jul-24 to 30-Jun-25	0	353	353	6,939	7,292
1-Jul-25 to 30-Jun-26	0	221	221	6,939	7,160
1-Jul-26 to 30-Jun-27	0	138	138	6,939	7,077
1-Jul-27 to 30-Jun-28	0	86	86	6,939	7,025
1-Jul-28 to 30-Jun-29	0	54	54	6,939	6,993
1-Jul-29 to 30-Jun-30	0	33	33	6,939	6,972
1-Jul-30 to 30-Jun-31	0	21	21	6,939	6,960
1-Jul-31 to 30-Jun-32	0	13	13	6,939	6,952
1-Jul-32 to 30-Jun-33	0	8	8	6,939	6,947
1-Jul-33 to 30-Jun-34	0	5	5	6,939	6,944
1-Jul-34 to 30-Jun-35	0	3	3	6,939	6,942
1-Jul-35 to 30-Jun-36	0	2	2	6,939	6,941
1-Jul-36 to 30-Jun-37	0	2	2	6,939	6,941
1-Jul-37 to 30-Jun-38	0	1	1	6,939	6,940
1-Jul-38 to 30-Jun-39	0	1	1	6,939	6,940
1-Jul-39 to 30-Jun-40	0	0	0	4,338	4,338
1-Jul-40 to 30-Jun-41	0	0	0	3,810	3,810
1-Jul-41 to 30-Jun-42	0	0	0	3,810	3,810
1-Jul-42 to 30-Jun-43	0	0	0	3,810	3,810
1-Jul-43 to 30-Jun-44	0	0	0	3,810	3,810
1-Jul-44 to 30-Jun-45	0	0	0	3,810	3,810
1-Jul-45 to 30-Jun-46	0	0	0	3,810	3,810
1-Jul-46 to 30-Jun-47	0	0	0	3,810	3,810
1-Jul-47 to 30-Jun-48	0	0	0	3,810	3,810
1-Jul-48 to 30-Jun-49	0	0	0	3,810	3,810
1-Jul-49 to 30-Jun-50	0	0	0	3,810	3,810
1-Jul-50 to 30-Jun-51	0	0	0	3,810	3,810
1-Jul-51 to 30-Jun-52	0	0	0	3,810	3,810
1-Jul-52 to 30-Jun-53	0	0	0	3,810	3,810
1-Jul-53 to 30-Jun-54	0	0	0	3,810	3,810
1-Jul-54 to 30-Jun-55	0	0	0	3,810	3,810
1-Jul-55 to 30-Jun-56	0	0	0	3,810	3,810
1-Jul-56 to 30-Jun-57	0	0	0	3,810	3,810
1-Jul-57 to 30-Jun-58	0	0	0	3,810	3,810
1-Jul-58 to 30-Jun-59	0	0	0	3,810	3,810
1-Jul-59 to 30-Jun-60	0	0	0	3,810	3,810
1-Jul-60 to 30-Jun-61	0	0	0	967	967
<b>Total</b>	<b>659</b>	<b>941</b>	<b>1,600</b>	<b>206,864</b>	<b>208,464</b>

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Prime cost method summary

Date	Division 40	Division 43	Total
7-Jun-21 to 30-Jun-21	0	457	457
1-Jul-21 to 30-Jun-22	123	6,939	7,062
1-Jul-22 to 30-Jun-23	133	6,939	7,072
1-Jul-23 to 30-Jun-24	133	6,939	7,072
1-Jul-24 to 30-Jun-25	133	6,939	7,072
1-Jul-25 to 30-Jun-26	133	6,939	7,072
1-Jul-26 to 30-Jun-27	133	6,939	7,072
1-Jul-27 to 30-Jun-28	133	6,939	7,072
1-Jul-28 to 30-Jun-29	133	6,939	7,072
1-Jul-29 to 30-Jun-30	133	6,939	7,072
1-Jul-30 to 30-Jun-31	133	6,939	7,072
1-Jul-31 to 30-Jun-32	133	6,939	7,072
1-Jul-32 to 30-Jun-33	133	6,939	7,072
1-Jul-33 to 30-Jun-34	14	6,939	6,953
1-Jul-34 to 30-Jun-35	0	6,939	6,939
1-Jul-35 to 30-Jun-36	0	6,939	6,939
1-Jul-36 to 30-Jun-37	0	6,939	6,939
1-Jul-37 to 30-Jun-38	0	6,939	6,939
1-Jul-38 to 30-Jun-39	0	6,939	6,939
1-Jul-39 to 30-Jun-40	0	4,338	4,338
1-Jul-40 to 30-Jun-41	0	3,810	3,810
1-Jul-41 to 30-Jun-42	0	3,810	3,810
1-Jul-42 to 30-Jun-43	0	3,810	3,810
1-Jul-43 to 30-Jun-44	0	3,810	3,810
1-Jul-44 to 30-Jun-45	0	3,810	3,810
1-Jul-45 to 30-Jun-46	0	3,810	3,810
1-Jul-46 to 30-Jun-47	0	3,810	3,810
1-Jul-47 to 30-Jun-48	0	3,810	3,810
1-Jul-48 to 30-Jun-49	0	3,810	3,810
1-Jul-49 to 30-Jun-50	0	3,810	3,810
1-Jul-50 to 30-Jun-51	0	3,810	3,810
1-Jul-51 to 30-Jun-52	0	3,810	3,810
1-Jul-52 to 30-Jun-53	0	3,810	3,810
1-Jul-53 to 30-Jun-54	0	3,810	3,810
1-Jul-54 to 30-Jun-55	0	3,810	3,810
1-Jul-55 to 30-Jun-56	0	3,810	3,810
1-Jul-56 to 30-Jun-57	0	3,810	3,810
1-Jul-57 to 30-Jun-58	0	3,810	3,810
1-Jul-58 to 30-Jun-59	0	3,810	3,810
1-Jul-59 to 30-Jun-60	0	3,810	3,810
1-Jul-60 to 30-Jun-61	0	967	967
<b>Total</b>	<b>1,600</b>	<b>206,864</b>	<b>208,464</b>

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**Diminishing value method schedule (years 1 - 5)**

Tax grouping	Total cost @ 7-Jun-21 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	1,600	12	16.7%	0	245	226	188	0*	588
<b>Subtotal</b>	<b>1,600</b>			<b>0</b>	<b>245</b>	<b>226</b>	<b>188</b>	<b>0</b>	<b>588</b>
<b>Total division 40 - plant</b>	<b>1,600</b>			<b>0</b>	<b>245</b>	<b>226</b>	<b>188</b>	<b>0</b>	<b>0</b>
Total division 40 - pooled plant (Page 18)	0			0	0	0	0	353	588
<b>Total division 40</b>	<b>1,600</b>			<b>0</b>	<b>245</b>	<b>226</b>	<b>188</b>	<b>353</b>	<b>588</b>
Division 43 - capital works allowance									
<b>Total division 43 (Page 11)</b>	<b>206,864</b>			<b>457</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>178,651</b>
<b>Total depreciation</b>	<b>208,464</b>			<b>457</b>	<b>7,184</b>	<b>7,165</b>	<b>7,127</b>	<b>7,292</b>	<b>179,239</b>

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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**Diminishing value method schedule (years 6 - 10)**

Tax grouping	Total cost @ 1-Jul-25 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	588	12	37.5%	0	0	0	0	0	56
<b>Subtotal</b>	<b>588</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>
Total division 40 - plant	0			0	0	0	0	0	0
Total division 40 - pooled plant (Page 19)	588			221	138	86	54	33	56
<b>Total division 40</b>	<b>588</b>			<b>221</b>	<b>138</b>	<b>86</b>	<b>54</b>	<b>33</b>	<b>56</b>
Division 43 - capital works allowance									
Total division 43 (Page 11)	178,651			6,939	6,939	6,939	6,939	6,939	143,956
<b>Total depreciation</b>	<b>179,239</b>			<b>7,160</b>	<b>7,077</b>	<b>7,025</b>	<b>6,993</b>	<b>6,972</b>	<b>144,012</b>

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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Diminishing value method schedule (years 11 - 15)

Tax grouping	Total cost @ 1-Jul-30 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	56	12	37,5%	0	0	0	0	0	6
<b>Subtotal</b>	<b>56</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Total division 40 - plant</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total division 40 - pooled plant (Page 20)	56			21	13	8	5	3	6
<b>Total division 40</b>	<b>56</b>			<b>21</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>3</b>	<b>6</b>
Division 43 - capital works allowance									
Total division 43 (Page 11)	143,956			6,939	6,939	6,939	6,939	6,939	109,261
<b>Total depreciation</b>	<b>144,012</b>			<b>6,960</b>	<b>6,952</b>	<b>6,947</b>	<b>6,944</b>	<b>6,942</b>	<b>109,267</b>

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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**Diminishing value method schedule (years 16 - 20)**

Tax grouping	Total cost @ 1-Jul-35 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	6	12	37.5%	0	0	0	0	0	0
<b>Subtotal</b>	<b>6</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total division 40 - plant	0			0	0	0	0	0	0
Total division 40 - pooled plant (Page 21)	6			2	2	1	1	0	0
<b>Total division 40</b>	<b>6</b>			<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
Division 43 - capital works allowance									
Total division 43 (Page 11)	109,261			6,939	6,939	6,939	6,939	4,338	77,167
<b>Total depreciation</b>	<b>109,267</b>			<b>6,941</b>	<b>6,941</b>	<b>6,940</b>	<b>6,940</b>	<b>4,338</b>	<b>77,167</b>

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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**Diminishing value method pooling schedule (years 1 - 5)**

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	*941	12	37.5%	0	0	0	0	353	588
<b>Subtotal</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>353</b>	<b>588</b>
<b>Total - pooled items</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>353</b>	<b>588</b>

Items marked by an \* are allocated to the low-value pool in later years.

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**Diminishing value method pooling schedule (years 6 - 10)**

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	588	12	37.5%	221	138	86	54	33	56
<b>Subtotal</b>	<b>588</b>			<b>221</b>	<b>138</b>	<b>86</b>	<b>54</b>	<b>33</b>	<b>56</b>
<b>Total - pooled items</b>	<b>588</b>			<b>221</b>	<b>138</b>	<b>86</b>	<b>54</b>	<b>33</b>	<b>56</b>

Items marked by an \* are allocated to the low-value pool in later years.

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**Diminishing value method pooling schedule (years 11 - 15)**

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	56	12	37.5%	21	13	8	5	3	6
<b>Subtotal</b>	<b>56</b>			<b>21</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>3</b>	<b>6</b>
<b>Total - pooled items</b>	<b>56</b>			<b>21</b>	<b>13</b>	<b>8</b>	<b>5</b>	<b>3</b>	<b>6</b>

Items marked by an \* are allocated to the low-value pool in later years.

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**Diminishing value method pooling schedule (years 16 - 20)**

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	6	12	37.5%	2	2	1	1	0	0
<b>Subtotal</b>	<b>6</b>			<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>
<b>Total - pooled items</b>	<b>6</b>			<b>2</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>

Items marked by an \* are allocated to the low-value pool in later years.

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**Prime cost method schedule (years 1 - 5)**

Tax grouping	Total cost @ 7-Jun-21 (\$)	Effective life (Years)	Basic rate (PC)	Depreciation allowance					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	1,600	12	8.3%	0	123	133	133	133	1,078
<b>Subtotal</b>	<b>1,600</b>			<b>0</b>	<b>123</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>1,078</b>
<b>Total division 40 - plant</b>	<b>1,600</b>			<b>0</b>	<b>123</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>1,078</b>
Division 43 - capital works allowance									
<b>Total division 43 (Page 11)</b>	<b>206,864</b>			<b>457</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>178,651</b>
<b>Total depreciation</b>	<b>208,464</b>			<b>457</b>	<b>7,062</b>	<b>7,072</b>	<b>7,072</b>	<b>7,072</b>	<b>179,729</b>

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**Prime cost method schedule (years 6 - 10)**

Tax grouping	Total cost @ 1-Jul-25 (\$)	Effective life (Years)	Basic rate (PC)	Depreciation allowance					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	1,078	12	8.3%	133	133	133	133	133	413
<b>Subtotal</b>	<b>1,078</b>			<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>413</b>
<b>Total division 40 - plant</b>	<b>1,078</b>			<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>133</b>	<b>413</b>
Division 43 - capital works allowance									
<b>Total division 43 (Page 11)</b>	<b>178,651</b>			<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>143,956</b>
<b>Total depreciation</b>	<b>179,729</b>			<b>7,072</b>	<b>7,072</b>	<b>7,072</b>	<b>7,072</b>	<b>7,072</b>	<b>144,369</b>

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**Prime cost method schedule (years 11 - 15)**

Tax grouping	Total cost @ 1-Jul-30 (\$)	Effective life (Years)	Basic rate (PC)	Depreciation allowance					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific									
Refrigerators (30-Jul-21)	413	12	8.3%	133	133	133	14	0	0
<b>Subtotal</b>	<b>413</b>			<b>133</b>	<b>133</b>	<b>133</b>	<b>14</b>	<b>0</b>	<b>0</b>
<b>Total division 40 - plant</b>	<b>413</b>			<b>133</b>	<b>133</b>	<b>133</b>	<b>14</b>	<b>0</b>	<b>0</b>
Division 43 - capital works allowance									
<b>Total division 43 (Page 11)</b>	<b>143,956</b>			<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>109,261</b>
<b>Total depreciation</b>	<b>144,369</b>			<b>7,072</b>	<b>7,072</b>	<b>7,072</b>	<b>6,953</b>	<b>6,939</b>	<b>109,261</b>

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Prime cost method schedule (years 16 - 20)

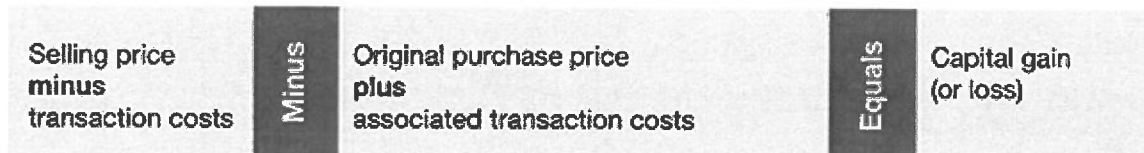
Tax grouping	Total cost @ 1-Jul-35 (\$)	Effective life (Years)	Basic rate (%)	Depreciation allowance					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Additional unit specific:									
Refrigerators (30-Jul-21)	0	12	8.3%	0	0	0	0	0	0
<b>Subtotal</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Total division 40 - plant</b>	<b>0</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Division 43 - capital works allowance									
<b>Total division 43 (Page 11)</b>	<b>109,261</b>			<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>4,338</b>	<b>77,167</b>
<b>Total depreciation</b>	<b>109,261</b>			<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>6,939</b>	<b>4,338</b>	<b>77,167</b>

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## Appendix - capital loss (plant and equipment)

Capital Gains Tax (CGT) is a form of income tax which a property owner is liable to pay within the financial year that they sell their property.

Introduced on 20 September 1985, CGT is the tax payable on the difference between what it cost you to purchase an asset and the amount you received when you disposed of it.



When you sell a property this triggers a 'CGT event'. Investors may not be liable for paying CGT if they fall within any of the exemption rules provided by the ATO. This includes a main residence exemption, and the CGT discount available to those who sell a property they have held for longer than twelve months. For further details, refer to [www.bmtqs.com.au/capital-gains-tax](http://www.bmtqs.com.au/capital-gains-tax)

The recent law changes affecting claims for plant and equipment in a residential investment property allow a capital loss to be calculated when an asset is disposed of (e.g., scrapped or sold as part of the sale of the property) for less than its original cost, and depreciation claims for the asset were denied because of the changes. Under the CGT rules, a capital loss can generally be offset against a capital gain and if there is no capital gain in the current year, the capital loss can generally be carried forward and offset against a future capital gain.

In order to calculate a capital loss on disposal, the original value or cost of the asset would need to have been determined at the time of purchase. The asset's termination value (e.g., selling price or scrap value) would then need to be determined on the disposal of the asset. The capital loss as outlined above would be calculated as the difference between the asset's termination value and its original value or cost, assuming no depreciation amounts for the asset were allowed as deductions.

The calculation of a capital loss is particularly relevant in certain situations, including when an asset is scrapped, where there is a partial or full CGT main residence exemption, and where the contract date and settlement date for the sale of the property occur in separate financial years.

The capital loss amount on the disposal of an asset will include the depreciation amount that could not be claimed by the owner (as a result of the recent changes). Further, the capital loss on disposal should be equal to the depreciation amount that could not be claimed in relation to the asset, where the termination value happens to be equal to the asset's written down value. However, in accordance with ATO guidelines, an asset's termination value does not necessarily equate to its selling or market value.

The following tables allow a property investor to calculate a capital loss when a depreciating asset (affected by the recent changes) is disposed of, by providing information on the values of such assets at the time of purchase. The tables also provide information on the depreciation amount that could not be claimed for each affected asset as a result of the recent changes. We recommend that property investors speak with an Accountant or Tax Adviser when using these tables and completing the above calculation process.

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Original division 40 cost \$27,891

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Capital loss as @	Capital loss division 40 diminishing value (\$)	Cumulative capital loss division 40 diminishing value (\$)	Capital loss division 40 prime cost (\$)	Cumulative capital loss division 40 prime cost (\$)
7-Jun-21 to 30-Jun-21	2,680	2,680	786	786
1-Jul-21 to 30-Jun-22	6,461	9,141	3,186	3,972
1-Jul-22 to 30-Jun-23	4,503	13,644	3,186	7,158
1-Jul-23 to 30-Jun-24	3,290	16,934	3,186	10,344
1-Jul-24 to 30-Jun-25	2,671	19,605	3,186	13,530
1-Jul-25 to 30-Jun-26	1,873	21,478	3,103	16,633
1-Jul-26 to 30-Jun-27	1,344	22,822	1,947	18,580
1-Jul-27 to 30-Jun-28	1,186	24,008	1,758	20,338
1-Jul-28 to 30-Jun-29	837	24,845	1,730	22,068
1-Jul-29 to 30-Jun-30	606	25,451	1,330	23,398
1-Jul-30 to 30-Jun-31	451	25,902	1,301	24,699
1-Jul-31 to 30-Jun-32	344	26,246	926	25,625
1-Jul-32 to 30-Jun-33	269	26,515	891	26,516
1-Jul-33 to 30-Jun-34	216	26,731	471	26,987
1-Jul-34 to 30-Jun-35	176	26,907	471	27,458
1-Jul-35 to 30-Jun-36	371	27,278	433	27,891
1-Jul-36 to 30-Jun-37	232	27,510	0	27,891
1-Jul-37 to 30-Jun-38	143	27,653	0	27,891
1-Jul-38 to 30-Jun-39	90	27,743	0	27,891
1-Jul-39 to 30-Jun-40	56	27,799	0	27,891
1-Jul-40 to 30-Jun-41	35	27,834	0	27,891
1-Jul-41 to 30-Jun-42	22	27,856	0	27,891
1-Jul-42 to 30-Jun-43	13	27,869	0	27,891
1-Jul-43 to 30-Jun-44	8	27,877	0	27,891
1-Jul-44 to 30-Jun-45	5	27,882	0	27,891
1-Jul-45 to 30-Jun-46	3	27,885	0	27,891
1-Jul-46 to 30-Jun-47	2	27,887	0	27,891
1-Jul-47 to 30-Jun-48	2	27,889	0	27,891
1-Jul-48 to 30-Jun-49	1	27,890	0	27,891
1-Jul-49 to 30-Jun-50	1	27,891	0	27,891
1-Jul-50 to 30-Jun-51	0	27,891	0	27,891
1-Jul-51 to 30-Jun-52	0	27,891	0	27,891
1-Jul-52 to 30-Jun-53	0	27,891	0	27,891
1-Jul-53 to 30-Jun-54	0	27,891	0	27,891
1-Jul-54 to 30-Jun-55	0	27,891	0	27,891
1-Jul-55 to 30-Jun-56	0	27,891	0	27,891
1-Jul-56 to 30-Jun-57	0	27,891	0	27,891
1-Jul-57 to 30-Jun-58	0	27,891	0	27,891
1-Jul-58 to 30-Jun-59	0	27,891	0	27,891
1-Jul-59 to 30-Jun-60	0	27,891	0	27,891
1-Jul-60 to 30-Jun-61	0	27,891	0	27,891

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Capital loss diminishing value method schedule (years 1 - 5)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 7-Jun-21 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	7,058	15	13.3%	62	933	808	701	607	3,947
Bathroom Accessories - Freestanding	267	3	100.0%	267	0	0	0	0	0
Blinds	2,386	10	37.5%	0*	0	0	0	0	296
Ceiling Fans	1,711	5	37.5%	0*	0	0	0	0	212
Curtains	426	6	37.5%	0*	0	0	0	0	52
Dishwashers	1,926	8	25.0%	32	474	355	266	0*	499
Door Closers	134	10	100.0%	134	0	0	0	0	0
Exhaust Fans	690	10	37.5%	0*	0	0	0	0	86
Garbage Bins	147	10	100.0%	147	0	0	0	0	0
Heat, Light & Exhaust Units	962	10	37.5%	0*	0	0	0	0	119
Hot Water Systems	1,711	12	16.7%	19	282	235	196	0*	612
Light Fittings and Shades	1,540	5	37.5%	0*	0	0	0	0	191
Microwave Ovens	1,498	8	25.0%	25	368	276	0*	0	324
Rangehoods	909	12	37.5%	0*	0	0	0	0	113
Security Monitoring Door Controllers & Code Pads	589	5	37.5%	0*	0	0	0	0	73
Security System	2,273	5	40.0%	60	885	531	0*	0	311
Shower Curtains	27	2	100.0%	27	0	0	0	0	0
Smoke Alarms	802	6	37.5%	0*	0	0	0	0	99
Stoves	2,835	12	16.7%	31	467	390	325	270	1,352
<b>Subtotal</b>	<b>27,891</b>			<b>804</b>	<b>3,409</b>	<b>2,595</b>	<b>1,488</b>	<b>877</b>	<b>8,286</b>
Total division 40 - plant	17,876			804	3,409	2,595	1,488	877	5,299
Total division 40 - pooled plant (Page 32)	10,015			1,876	3,052	1,908	1,802	1,794	2,987
<b>Total division 40</b>	<b>27,891</b>			<b>2,680</b>	<b>6,461</b>	<b>4,503</b>	<b>3,290</b>	<b>2,671</b>	<b>8,286</b>
Cumulative capital loss total				2,680	9,141	13,644	16,934	19,605	

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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Capital loss diminishing value method schedule (years 6 - 10)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-25 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	3,947	15	13.3%	526	456	395	343	297	1,930
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	296	10	37.5%	0	0	0	0	0	28
Ceiling Fans	212	5	37.5%	0	0	0	0	0	20
Curtains	52	6	37.5%	0	0	0	0	0	4
Dishwashers	499	8	37.5%	0	0	0	0	0	47
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	86	10	37.5%	0	0	0	0	0	8
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	119	10	37.5%	0	0	0	0	0	11
Hot Water Systems	612	12	37.5%	0	0	0	0	0	58
Light Fittings and Shades	191	5	37.5%	0	0	0	0	0	18
Microwave Ovens	324	8	37.5%	0	0	0	0	0	31
Rangehoods	113	12	37.5%	0	0	0	0	0	11
Security Monitoring Door Controllers & Code Pads	73	5	37.5%	0	0	0	0	0	7
Security System	311	5	37.5%	0	0	0	0	0	29
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	99	6	37.5%	0	0	0	0	0	9
Stoves	1,352	12	16.7%	225	188	0*	0	0	229
<b>Subtotal</b>	<b>8,286</b>			<b>751</b>	<b>644</b>	<b>395</b>	<b>343</b>	<b>297</b>	<b>2,440</b>
Total division 40 - plant	5,299			751	644	395	343	297	1,930
Total division 40 - pooled plant (Page 33)	2,987			1,122	700	791	494	309	510
<b>Total division 40</b>	<b>8,286</b>			<b>1,873</b>	<b>1,344</b>	<b>1,186</b>	<b>837</b>	<b>606</b>	<b>2,440</b>
<b>Cumulative capital loss total</b>				<b>21,478</b>	<b>22,822</b>	<b>24,008</b>	<b>24,845</b>	<b>25,451</b>	

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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**Capital loss diminishing value method schedule (years 11 - 15)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-30 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	1,930	15	13.3%	257	223	193	168	145	944
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	28	10	37.5%	0	0	0	0	0	2
Ceiling Fans	20	5	37.5%	0	0	0	0	0	1
Curtains	4	6	37.5%	0	0	0	0	0	0
Dishwashers	47	8	37.5%	0	0	0	0	0	4
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	8	10	37.5%	0	0	0	0	0	0
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	11	10	37.5%	0	0	0	0	0	0
Hot Water Systems	58	12	37.5%	0	0	0	0	0	6
Light Fittings and Shades	18	5	37.5%	0	0	0	0	0	1
Microwave Ovens	31	8	37.5%	0	0	0	0	0	2
Rangehoods	11	12	37.5%	0	0	0	0	0	0
Security Monitoring Door Controllers & Code Pads	7	5	37.5%	0	0	0	0	0	0
Security System	29	5	37.5%	0	0	0	0	0	2
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	9	6	37.5%	0	0	0	0	0	0
Stoves	229	12	37.5%	0	0	0	0	0	22
<b>Subtotal</b>	<b>2,440</b>			<b>257</b>	<b>223</b>	<b>193</b>	<b>168</b>	<b>145</b>	<b>984</b>
Total division 40 - plant	1,930			257	223	193	168	145	0
Total division 40 - pooled plant (Page 34)	510			194	121	76	48	31	984
<b>Total division 40</b>	<b>2,440</b>			<b>451</b>	<b>344</b>	<b>269</b>	<b>216</b>	<b>176</b>	<b>984</b>
Cumulative capital loss total				25,902	26,246	26,515	26,731	26,907	

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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Capital loss diminishing value method schedule (years 16 - 20)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-35 (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	944	15	37.5%	0*	0	0	0	0	90
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	2	10	37.5%	0	0	0	0	0	0
Ceiling Fans	1	5	37.5%	0	0	0	0	0	0
Curtains	0	6	37.5%	0	0	0	0	0	0
Dishwashers	4	8	37.5%	0	0	0	0	0	0
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	0	10	37.5%	0	0	0	0	0	0
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	0	10	37.5%	0	0	0	0	0	0
Hot Water Systems	6	12	37.5%	0	0	0	0	0	0
Light Fittings and Shades	1	5	37.5%	0	0	0	0	0	0
Microwave Ovens	2	8	37.5%	0	0	0	0	0	0
Rangehoods	0	12	37.5%	0	0	0	0	0	0
Security Monitoring Door Controllers & Code Pads	0	5	37.5%	0	0	0	0	0	0
Security System	2	5	37.5%	0	0	0	0	0	0
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	0	6	37.5%	0	0	0	0	0	0
Stoves	22	12	37.5%	0	0	0	0	0	2
<b>Subtotal</b>	<b>984</b>			<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>92</b>
Total division 40 - plant	0			0	0	0	0	0	0
Total division 40 - pooled plant (Page 35)	984			371	232	143	90	56	92
<b>Total division 40</b>	<b>984</b>			<b>371</b>	<b>232</b>	<b>143</b>	<b>90</b>	<b>56</b>	<b>92</b>
Cumulative capital loss total				27,278	27,510	27,653	27,743	27,799	

\*Low cost assets and low value assets have been allocated to the low value pooling table.

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**Capital loss diminishing value method pooling schedule (years 1 - 5)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	*944	15	0.0%	0	0	0	0	0	0
Bathroom Accessories - Freestanding	0	3	0.0%	0	0	0	0	0	0
Blinds	2,386	10	37.5%	447	727	455	284	177	296
Ceiling Fans	1,711	5	37.5%	321	521	326	204	127	212
Curtains	426	6	37.5%	80	130	81	51	32	52
Dishwashers	*799	8	37.5%	0	0	0	0	300	499
Door Closers	0	10	0.0%	0	0	0	0	0	0
Exhaust Fans	690	10	37.5%	129	210	132	82	51	86
Garbage Bins	0	10	0.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	962	10	37.5%	180	293	183	115	72	119
Hot Water Systems	*979	12	37.5%	0	0	0	0	367	612
Light Fittings and Shades	1,540	5	37.5%	289	469	293	183	115	191
Microwave Ovens	*829	8	37.5%	0	0	0	311	194	324
Rangehoods	909	12	37.5%	170	277	173	108	68	113
Security Monitoring Door Controllers & Code Pads	589	5	37.5%	110	180	112	70	44	73
Security System	*797	5	37.5%	0	0	0	299	187	311
Shower Curtains	0	2	0.0%	0	0	0	0	0	0
Smoke Alarms	802	6	37.5%	150	245	153	95	60	99
Stoves	*939	12	0.0%	0	0	0	0	0	0
<b>Subtotal</b>	<b>10,015</b>			<b>1,876</b>	<b>3,052</b>	<b>1,908</b>	<b>1,802</b>	<b>1,794</b>	<b>2,987</b>
<b>Total - pooled items</b>	<b>10,015</b>			<b>1,876</b>	<b>3,052</b>	<b>1,908</b>	<b>1,802</b>	<b>1,794</b>	<b>2,987</b>
<b>Cumulative capital loss total</b>				<b>1,876</b>	<b>4,928</b>	<b>6,836</b>	<b>8,638</b>	<b>10,432</b>	

Items marked by an \* are allocated to the low-value pool in later years.

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Capital loss diminishing value method pooling schedule (years 6 - 10)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	*944	15	0.0%	0	0	0	0	0	0
Bathroom Accessories - Freestanding	0	3	0.0%	0	0	0	0	0	0
Blinds	296	10	37.5%	111	69	44	27	17	28
Ceiling Fans	212	5	37.5%	80	50	31	19	12	20
Curtains	52	6	37.5%	20	12	8	5	3	4
Dishwashers	499	8	37.5%	187	117	73	46	29	47
Door Closers	0	10	0.0%	0	0	0	0	0	0
Exhaust Fans	86	10	37.5%	32	20	13	8	5	8
Garbage Bins	0	10	0.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	119	10	37.5%	45	28	17	11	7	11
Hot Water Systems	612	12	37.5%	230	143	90	56	35	58
Light Fittings and Shades	191	5	37.5%	72	45	28	17	11	18
Microwave Ovens	324	8	37.5%	122	76	47	30	18	31
Rangehoods	113	12	37.5%	42	27	17	10	6	11
Security Monitoring Door Controllers & Code Pads	73	5	37.5%	27	17	11	7	4	7
Security System	311	5	37.5%	117	73	45	29	18	29
Shower Curtains	0	2	0.0%	0	0	0	0	0	0
Smoke Alarms	99	6	37.5%	37	23	15	9	6	9
Stoves	*939	12	37.5%	0	0	352	220	138	229
<b>Subtotal</b>	<b>2,987</b>			<b>1,122</b>	<b>700</b>	<b>791</b>	<b>494</b>	<b>309</b>	<b>510</b>
<b>Total - pooled items</b>	<b>2,987</b>			<b>1,122</b>	<b>700</b>	<b>791</b>	<b>494</b>	<b>309</b>	<b>510</b>
<b>Cumulative capital loss total</b>				<b>11,554</b>	<b>12,254</b>	<b>13,045</b>	<b>13,539</b>	<b>13,848</b>	

Items marked by an \* are allocated to the low-value pool in later years.

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**Capital loss diminishing value method pooling schedule (years 11 - 15)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	*944	15	0.0%	0	0	0	0	0	944
Bathroom Accessories - Freestanding	0	3	0.0%	0	0	0	0	0	0
Blinds	28	10	37.5%	11	6	4	3	2	2
Ceiling Fans	20	5	37.5%	8	5	3	2	1	1
Curtains	4	6	37.5%	2	1	1	0	0	0
Dishwashers	47	8	37.5%	18	11	7	4	3	4
Door Closers	0	10	0.0%	0	0	0	0	0	0
Exhaust Fans	8	10	37.5%	3	2	1	1	1	0
Garbage Bins	0	10	0.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	11	10	37.5%	4	3	2	1	1	0
Hot Water Systems	58	12	37.5%	22	14	8	5	3	6
Light Fittings and Shades	18	5	37.5%	7	4	3	2	1	1
Microwave Ovens	31	8	37.5%	12	7	5	3	2	2
Rangehoods	11	12	37.5%	4	3	2	1	1	0
Security Monitoring Door Controllers & Code Pads	7	5	37.5%	3	2	1	1	0	0
Security System	29	5	37.5%	11	7	4	3	2	2
Shower Curtains	0	2	0.0%	0	0	0	0	0	0
Smoke Alarms	9	6	37.5%	3	2	2	1	1	0
Stoves	229	12	37.5%	86	54	33	21	13	22
<b>Subtotal</b>	<b>510</b>			<b>194</b>	<b>121</b>	<b>76</b>	<b>48</b>	<b>31</b>	<b>984</b>
<b>Total - pooled items</b>	<b>510</b>			<b>194</b>	<b>121</b>	<b>76</b>	<b>48</b>	<b>31</b>	<b>984</b>
<b>Cumulative capital loss total</b>				<b>14,042</b>	<b>14,163</b>	<b>14,239</b>	<b>14,267</b>	<b>14,318</b>	

Items marked by an \* are allocated to the low-value pool in later years.

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**Capital loss diminishing value method pooling schedule (years 16 - 20)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ Pooling start (\$)	Effective life (Years)	Basic rate (DV)	Depreciation allowance					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on pooling rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	944	15	37.5%	354	221	138	87	54	90
Bathroom Accessories - Freestanding	0	3	0.0%	0	0	0	0	0	0
Blinds	2	10	37.5%	1	1	0	0	0	0
Ceiling Fans	1	5	37.5%	1	0	0	0	0	0
Curtains	0	6	0.0%	0	0	0	0	0	0
Dishwashers	4	8	37.5%	2	1	1	0	0	0
Door Closers	0	10	0.0%	0	0	0	0	0	0
Exhaust Fans	0	10	0.0%	0	0	0	0	0	0
Garbage Bins	0	10	0.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	0	10	0.0%	0	0	0	0	0	0
Hot Water Systems	6	12	37.5%	2	2	1	1	0	0
Light Fittings and Shades	1	5	37.5%	1	0	0	0	0	0
Microwave Ovens	2	8	37.5%	1	1	0	0	0	0
Rangehoods	0	12	0.0%	0	0	0	0	0	0
Security Monitoring Door Controllers & Code Pads	0	5	0.0%	0	0	0	0	0	0
Security System	2	5	37.5%	1	1	0	0	0	0
Shower Curtains	0	2	0.0%	0	0	0	0	0	0
Smoke Alarms	0	6	0.0%	0	0	0	0	0	0
Stoves	22	12	37.5%	8	5	3	2	2	2
<b>Subtotal</b>	<b>984</b>			<b>371</b>	<b>232</b>	<b>143</b>	<b>90</b>	<b>56</b>	<b>92</b>
<b>Total - pooled items</b>	<b>984</b>			<b>371</b>	<b>232</b>	<b>143</b>	<b>90</b>	<b>56</b>	<b>92</b>
<b>Cumulative capital loss total</b>				<b>14,689</b>	<b>14,921</b>	<b>15,064</b>	<b>15,154</b>	<b>15,210</b>	

Items marked by an \* are allocated to the low-value pool in later years.

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**Capital loss prime cost method schedule (years 1 - 5)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 7-Jun-21 (\$)	Effective life (Years)	Basic rate (PC)	Deferred depreciation					TWDV @ 1-Jul-25 (\$)
				7-Jun-21 30-Jun-21 Year 1 (\$)	1-Jul-21 30-Jun-22 Year 2 (\$)	1-Jul-22 30-Jun-23 Year 3 (\$)	1-Jul-23 30-Jun-24 Year 4 (\$)	1-Jul-24 30-Jun-25 Year 5 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	7,058	15	6.7%	31	471	471	471	471	5,143
Bathroom Accessories - Freestanding	267	3	100.0%	267	0	0	0	0	0
Blinds	2,386	10	10.0%	16	239	239	239	239	1,414
Ceiling Fans	1,711	5	20.0%	23	342	342	342	342	320
Curtains	426	6	16.7%	5	71	71	71	71	137
Dishwashers	1,926	8	12.5%	16	241	241	241	241	946
Door Closers	134	10	100.0%	134	0	0	0	0	0
Exhaust Fans	690	10	10.0%	5	69	69	69	69	409
Garbage Bins	147	10	100.0%	147	0	0	0	0	0
Heat, Light & Exhaust Units	962	10	10.0%	6	96	96	96	96	572
Hot Water Systems	1,711	12	8.3%	9	143	143	143	143	1,130
Light Fittings and Shades	1,540	5	20.0%	20	308	308	308	308	288
Microwave Ovens	1,498	8	12.5%	12	187	187	187	187	738
Rangehoods	909	12	8.3%	5	76	76	76	76	600
Security Monitoring Door Controllers & Code Pads	589	5	20.0%	8	118	118	118	118	109
Security System	2,273	5	20.0%	30	455	455	455	455	423
Shower Curtains	27	2	100.0%	27	0	0	0	0	0
Smoke Alarms	802	6	16.7%	9	134	134	134	134	257
Stoves	2,835	12	8.3%	16	236	236	236	236	1,875
<b>Subtotal</b>	<b>27,891</b>			<b>786</b>	<b>3,186</b>	<b>3,186</b>	<b>3,186</b>	<b>3,186</b>	<b>14,361</b>
<b>Total division 40</b>	<b>27,891</b>			<b>786</b>	<b>3,186</b>	<b>3,186</b>	<b>3,186</b>	<b>3,186</b>	<b>14,361</b>
<b>Cumulative capital loss total</b>				<b>786</b>	<b>3,972</b>	<b>7,158</b>	<b>10,344</b>	<b>13,530</b>	

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Capital loss prime cost method schedule (years 6 - 10)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-25 (\$)	Effective life (Years)	Basic rate (PC)	Deferred depreciation					TWDV @ 1-Jul-30 (\$)
				1-Jul-25 30-Jun-26 Year 6 (\$)	1-Jul-26 30-Jun-27 Year 7 (\$)	1-Jul-27 30-Jun-28 Year 8 (\$)	1-Jul-28 30-Jun-29 Year 9 (\$)	1-Jul-29 30-Jun-30 Year 10 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	5,143	15	6.7%	471	471	471	471	471	2,788
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	1,414	10	10.0%	239	239	239	239	239	219
Ceiling Fans	320	5	20.0%	320	0	0	0	0	0
Curtains	137	6	16.7%	71	66	0	0	0	0
Dishwashers	946	8	12.5%	241	241	241	223	0	0
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	409	10	10.0%	69	69	69	69	69	64
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	572	10	10.0%	96	96	96	96	96	92
Hot Water Systems	1,130	12	8.3%	143	143	143	143	143	415
Light Fittings and Shades	288	5	20.0%	288	0	0	0	0	0
Microwave Ovens	738	8	12.5%	187	187	187	177	0	0
Rangehoods	600	12	8.3%	76	76	76	76	76	220
Security Monitoring Door Controllers & Code Pads	109	5	20.0%	109	0	0	0	0	0
Security System	423	5	20.0%	423	0	0	0	0	0
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	257	6	16.7%	134	123	0	0	0	0
Stoves	1,875	12	8.3%	236	236	236	236	236	695
<b>Subtotal</b>	<b>14,361</b>			<b>3,103</b>	<b>1,947</b>	<b>1,758</b>	<b>1,730</b>	<b>1,330</b>	<b>4,493</b>
<b>Total division 40</b>	<b>14,361</b>			<b>3,103</b>	<b>1,947</b>	<b>1,758</b>	<b>1,730</b>	<b>1,330</b>	<b>4,493</b>
<b>Cumulative capital loss total</b>				<b>16,633</b>	<b>18,580</b>	<b>20,338</b>	<b>22,068</b>	<b>23,398</b>	

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**Capital loss prime cost method schedule (years 11 - 15)**

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-30 (\$)	Effective life (Years)	Basic rate (PC)	Deferred depreciation					TWDV @ 1-Jul-35 (\$)
				1-Jul-30 30-Jun-31 Year 11 (\$)	1-Jul-31 30-Jun-32 Year 12 (\$)	1-Jul-32 30-Jun-33 Year 13 (\$)	1-Jul-33 30-Jun-34 Year 14 (\$)	1-Jul-34 30-Jun-35 Year 15 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	2,788	15	6.7%	471	471	471	471	471	433
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	219	10	10.0%	219	0	0	0	0	0
Ceiling Fans	0	5	20.0%	0	0	0	0	0	0
Curtains	0	6	16.7%	0	0	0	0	0	0
Dishwashers	0	8	12.5%	0	0	0	0	0	0
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	64	10	10.0%	64	0	0	0	0	0
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	92	10	10.0%	92	0	0	0	0	0
Hot Water Systems	415	12	8.3%	143	143	129	0	0	0
Light Fittings and Shades	0	5	20.0%	0	0	0	0	0	0
Microwave Ovens	0	8	12.5%	0	0	0	0	0	0
Rangehoods	220	12	8.3%	76	76	68	0	0	0
Security Monitoring Door Controllers & Code Pads	0	5	20.0%	0	0	0	0	0	0
Security System	0	5	20.0%	0	0	0	0	0	0
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	0	6	16.7%	0	0	0	0	0	0
Stoves	695	12	8.3%	236	236	223	0	0	0
<b>Subtotal</b>	<b>4,493</b>			<b>1,301</b>	<b>926</b>	<b>891</b>	<b>471</b>	<b>471</b>	<b>433</b>
<b>Total division 40</b>	<b>4,493</b>			<b>1,301</b>	<b>926</b>	<b>891</b>	<b>471</b>	<b>471</b>	<b>433</b>
<b>Cumulative capital loss total</b>				<b>24,699</b>	<b>25,625</b>	<b>26,516</b>	<b>26,987</b>	<b>27,458</b>	

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Capital loss prime cost method schedule (years 16 - 20)

These values are only claimable as a capital loss and are not claimable under division 40 (see page 10)

Tax grouping	Total cost @ 1-Jul-35 (\$)	Effective life (Years)	Basic rate (PC)	Deferred depreciation					TWDV @ 1-Jul-40 (\$)
				1-Jul-35 30-Jun-36 Year 16 (\$)	1-Jul-36 30-Jun-37 Year 17 (\$)	1-Jul-37 30-Jun-38 Year 18 (\$)	1-Jul-38 30-Jun-39 Year 19 (\$)	1-Jul-39 30-Jun-40 Year 20 (\$)	
Division 40 - plant & equipment (Based on effective life rates)									
Existing unit specific									
Air Conditioning - Packaged Unit	433	15	6.7%	433	0	0	0	0	0
Bathroom Accessories - Freestanding	0	3	100.0%	0	0	0	0	0	0
Blinds	0	10	10.0%	0	0	0	0	0	0
Ceiling Fans	0	5	20.0%	0	0	0	0	0	0
Curtains	0	6	16.7%	0	0	0	0	0	0
Dishwashers	0	8	12.5%	0	0	0	0	0	0
Door Closers	0	10	100.0%	0	0	0	0	0	0
Exhaust Fans	0	10	10.0%	0	0	0	0	0	0
Garbage Bins	0	10	100.0%	0	0	0	0	0	0
Heat, Light & Exhaust Units	0	10	10.0%	0	0	0	0	0	0
Hot Water Systems	0	12	8.3%	0	0	0	0	0	0
Light Fittings and Shades	0	5	20.0%	0	0	0	0	0	0
Microwave Ovens	0	8	12.5%	0	0	0	0	0	0
Rangehoods	0	12	8.3%	0	0	0	0	0	0
Security Monitoring Door Controllers & Code Pads	0	5	20.0%	0	0	0	0	0	0
Security System	0	5	20.0%	0	0	0	0	0	0
Shower Curtains	0	2	100.0%	0	0	0	0	0	0
Smoke Alarms	0	6	16.7%	0	0	0	0	0	0
Stoves	0	12	8.3%	0	0	0	0	0	0
Subtotal	433			433	0	0	0	0	0
Total division 40	433			433	0	0	0	0	0
Cumulative capital loss total				27,891	27,891	27,891	27,891	27,891	

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## Glossary of terms

### **Building first use**

Refers to a new property which has not been previously used. Capital works deductions can be claimed for forty years from the construction completion date. When a purchaser becomes the first owner of a brand new investment property, they are entitled to claim both the capital works deduction and depreciation of plant and equipment assets as long as they own the property and it is being used to produce income for a taxable purpose.

### **Building cost index**

The building cost index is a statistical based method of measuring building price movements over time. It is a composite index with weighted factors on an industry-wide basis.

### **Division 40 - plant and equipment**

Division 40 refers to the plant and equipment assets contained within the property. These assets are deemed to be mechanical or easily removed from the property as opposed to items that are permanently fixed to the structure of the building. These are assets which are also listed as recognised plant and equipment assets by the ATO. Unlike deductions available for division 43, depreciation of plant and equipment is not limited by its age. It is the condition and quality of each item as well as the individual effective life of the asset as set by the ATO which contributes to the depreciable amount. Examples of plant and equipment assets include carpet, blinds, ovens as well as less obvious items such as door closers.

For an easy way to search for all depreciable plant and equipment assets in residential properties download our app BMT Resi Rates. Alternatively, to search for plant and equipment assets in other property types download our app BMT Rate Finder. Both of these apps are available free of charge in the App Store™ and Google Play™.

### **Division 43**

Division 43 refers to a deduction available for the structural element of a building and assets that are fixed to the building. This is commonly referred to as a capital works deduction. A deduction can be claimed for the building, structural improvements and fixed assets of a property at a rate of either 2.5 per cent or 4 per cent each year depending on the classification of the property's use and the property's construction commencement date.

Current ATO legislation states that a property owner is eligible to claim a deduction for the division 43 on income producing properties that commenced construction after the 15th of September 1987 and the present time. The capital works deduction can only be claimed for a maximum of forty years after the construction completion date. Examples of assets that will qualify for division 43 include walls, roof, tiles, built in robes, cabinets, fixed bathroom fittings and vanities.

Property owners may also be able to claim building write-off for renovations that have been completed to a property, even if these renovations were completed by a previous owner of the property.

### Diminishing value method

The diminishing value method is one of two methods used to claim depreciation for plant and equipment assets. Under the diminishing value method the decline in value is calculated using the asset's base value. The base value of an asset is, broadly, its cost plus any costs incurred on the asset since you first held it less the decline in value of the asset up to the end of the prior year.

The formulas for the diminishing value method are:

Diminishing value method				
For depreciating assets you started to hold on or after 10th May 2006				
Base value*	X	Days held ----- 365	X	200 per cent ----- asset's effective life
For depreciating assets you started to hold prior to 10th May 2006				
Base value*	X	Days held ----- 365	X	150 per cent ----- asset's effective life

\* For the income year in which an asset is first used or installed ready for use for any purpose, the **base value** is the asset's cost. For a later income year, the base value is the asset's opening adjustable value plus any amounts included in the asset's second element of cost for that year.

This method assumes that the decline in value each year is a constant proportion of the amount not yet written off and produces a progressively smaller decline in value over time.

This method results in a higher rate of depreciation deductions in the first five to ten years of owning the property.

Once a method has been chosen, this cannot be changed. For this reason, it is recommended that the property owner consult with an Accountant or a Financial Adviser for advice on which method will best suit their individual investment strategy and to ensure the best results are obtained.

### Effective life

The effective life of depreciable assets is set by the Tax Commissioner and is used to show how long an asset is likely to last and be effective. Legislation in place at the time this schedule is completed provides an effective life for each individual asset claimable as plant and equipment. The value of depreciation is determined based upon this effective life.

### Immediate write-off

Individual assets which cost \$300 or less can usually be written off as an immediate deduction in the year of their acquisition. This means an investor can claim 100 per cent of the value of an asset in the same financial year as its purchase so long as the asset meets certain criteria as set by the ATO.

To be eligible for the immediate write-off, an asset must be used for the purpose of producing assessable income that was not income from carrying out a business. The asset also cannot be part of a set of assets acquired in the income year that together cost more than \$300. The cost of individual assets that have been acquired after the 1 July 2001 that are the same asset type (or are considered to be identical or substantially identical in accordance with ATO legislation) must be added together when applying the \$300 threshold. If their combined total cost is more than \$300, they cannot be written off in the year of purchase (unless there are multiple owners and their interest in the asset is less than \$300). Alternatively, you may be able to allocate the asset to a low-value pool.

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#### **Low-value pooling**

From 1 July 2000, an optional low-value pooling arrangement for plant was introduced. This applied to certain plant and equipment costing less than \$1,000 or having an undeducted cost of less than \$1,000.

Under Uniform Capital Allowance (UCA) rules, you can allocate low-cost assets and low value assets to a low-value pool.

You work out the decline in value of an asset you hold jointly with others based on the cost of your interest in the asset. This means if you hold an asset jointly and the cost of your interest in the asset or the opening adjustable value of your interest is less than \$1,000, you can allocate your interest in the asset to your low-value pool. Once you choose to create a low-value pool and allocate a low-cost asset to it, you must pool all other low-cost assets you start to hold in that income year and in later income years. However, this rule does not apply to low-value assets. You can decide whether to allocate low-value assets to the pool on an asset-by-asset basis.

Assets which are placed into a low-value pool are able to be claimed by the property owner at an accelerated rate of 18.75 per cent in the year of purchase and 37.5 per cent every year thereafter.

#### **Low-cost assets**

A low-cost asset is a depreciable asset that has an opening value of less than \$1,000 in the year of acquisition.

#### **Low-value assets**

A low-value asset is a depreciable asset that has a written down value of less than \$1,000. That is, the value of the asset may have been greater than \$1,000 in the year of acquisition however the value remaining after a previous year's depreciation deduction is less than \$1,000.

#### **Non-depreciable components**

Examples of non-depreciable components include land value, market premiums, rates, taxes, holding costs and assets which have not been deemed to be depreciable according to current legislation, for example soft landscaping.

### Preliminaries

Construction preliminaries refers to the associated expenses or costs that contractors incur in the completion of a project, for example a site office or temporary fencing, rather than the actual materials and fees used during construction such as bricks and mortar and labour costs.

### Prime cost method

The prime cost method is one of two methods used to claim depreciation for plant and equipment. Under the prime cost method the decline in value is generally calculated as a constant percentage of the asset's cost and reflects a uniform decline in value over time. The formula is:

Prime cost method				
Asset's cost	X	Days held	X	100 per cent
		-----		-----
		365		asset's effective life

\* The cost of an asset includes both the amount you pay for it as well as any additional amounts you spend on transporting it and installing it. Cost also includes amounts you spend on improving the asset.

Once a method has been chosen, this cannot be changed. For this reason, it is recommended that the property owner consult with an Accountant or a Financial Adviser for advice on which method will best suit their individual investment strategy and to ensure the best results are obtained.

### Pro-rata calculations

Pro-rata calculations are used to show a portion of a total quantity. When an investment property is rented partway through a year, capital works deductions and plant and equipment depreciation deductions are required to be based on a pro-rata calculation of the time that the property (or asset acquired and installed within the property) was income producing.

### Substantial renovations

Substantial renovations of a building is defined under Section 195-1 of the GST Act as renovations in which all, or substantially all, of a building is removed or replaced. However, the renovations need not involve removal or replacement of foundations, external walls, interior supporting walls, floors, roof or staircases.

### Split schedule

Ownership structures influence how depreciation deductions are calculated. Properties with multiple owners can create a complex tax situation. A BMT Tax Depreciation Schedule makes the process easier for Accountants by splitting depreciation deductions to ensure the owners' claims are maximised. BMT Tax Depreciation can take into account any number of owners and ownership percentages from two owners at 60:40 or even four owners at 70:15:10:5.

### Disclaimer

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