



Dear Trustees,

Your Self-Managed Superannuation Fund Administrator has requested that we prepare an actuarial certificate for your SMSF to support claims for income tax exemption in the tax return of the Fund. The actuary James Fitzpatrick of Waatinga has calculated the tax-exempt percentage and has prepared the certificate accordingly.

If there are any periods of the income year where the only accounts held by the Fund are Retirement Phase (Pension) accounts, these periods are known as Deemed Segregated Periods (DSPs) and the Segregated Method is generally used to determine the Exempt Current Pension Income (ECPI) during those periods.

We have been informed that the Fund is not eligible to use the Segregated Method in the current income year. As a result, we have treated the assets as being unsegregated for the entire income year.

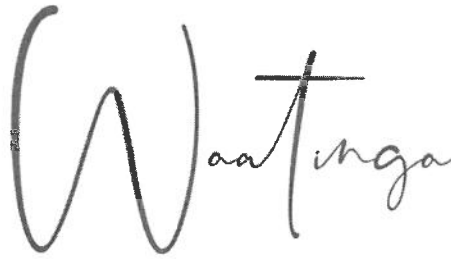
The tax-exempt percentage specified in the actuarial certificate applies to the net ordinary and statutory assessable income (excluding assessable contributions, non-arm's length income and income derived from any segregated assets) received during the Unsegregated Periods for the given income year. The tax-exempt percentage is calculated as the average of the Retirement Phase balances over the unsegregated periods of the income year, as a proportion of the average of the total Fund balances over the unsegregated periods of the income year.

Regards,

A handwritten signature in black ink, appearing to read "A. O'Meagher".

Andy O'Meagher
Director
Act2 Solutions Pty Ltd
Ph 1800 230 737
andy@act2.com.au

Reference: 41540207 S & L Scherma Superannuation Fund



ACTUARIAL CERTIFICATE

Income Tax Assessment Act 1997 (the Act), Section 295.390

We have been requested by Act2 Solutions to prepare an Actuarial Certificate in compliance with the Act for the following Self-Managed Super Fund (SMSF);

S & L SCHERMA SUPERANNUATION FUND (the Fund)

Trustee(s): Fileco Pty Ltd

We have been advised the Fund is a complying Self-Managed Super Fund. This certificate is for the year ended 30/06/2024

Results and Segregation

The Exempt Current Pension Income (ECPI) proportion we have calculated for the unsegregated periods set out below is;

99.966%

This certificate relies on the information that we have been provided. If any of the information is incorrect or materially changes, please request an amendment.

There were no actively segregated assets during the year of income.

Where the Fund has Disregarded Small Fund Assets (DSFA) the tax-exempt percentage of income must be calculated using the proportionate or unsegregated method. From the 2021/22 income year, where the Fund does not have DSFA, and for a portion of the year 100% of the SMSF's liabilities are Retirement Phase, the Trustees may choose to use the proportionate method for the full year, or the default segregated method.

This certificate is prepared on the basis that the Fund is not eligible to use the Segregated Method in the current income year. The tax-exempt percentage applies to earnings for the entire income year.

Liabilities

I am advised the unsegregated net assets at 30/06/2024, prior to application of the above ECPI, which are also equal to liabilities of the Fund, were;

Current Pension Liabilities: (\$43,699)

Superannuation Liabilities: (\$43,437)

These figures are from draft financial statements. Please note that there is no need to request a revised ECPI if these balances change due to tax or investment income as these do not impact the ECPI calculation.

41540207 S & L Scherma Superannuation Fund

I certify that I am satisfied that the value of the stated liabilities of the Fund at 30/06/2024 is also the amount of the Fund's assets on this date. These assets plus any future contributions plus expected future earnings will provide the amount required to discharge the liabilities as they fall due.

Exempt Current Pension Income (ECPI)

Subsection 295.390(1) of the Act states "that a proportion of ordinary income and statutory income of a complying superannuation fund that would otherwise be assessable income is exempt from income tax."

To assist the trustee with calculating this proportion for the year of income ending 30/06/2024 set out below is a proportion that is calculated consistently with the Act.

Average Value of Current Pension Liabilities: \$431,964

Average Value of Superannuation Liabilities: \$432,111

ECPI Proportion: 99.966%

The ECPI proportion should be applied to the Fund's assessable income (excluding any non-arm's length income, contributions and any income derived from segregated assets) to determine how much income is exempt from tax.

Please Note: The average values are time weighted average balances over the financial year and exclude net investment earnings and expenses. These average values are appropriate to calculate the proportion on the assumption that the Trustee will allocate the relevant unsegregated assessable income in proportion to member's unsegregated account balances at a fixed crediting rate throughout the unsegregated period.

Data Summary

The data on which the above certification and calculation is based has been provided by Act2 Solutions. I have been provided with details of contributions, benefits payments and transfers for each member throughout the year. A summary of this data is set out below;

Transaction Summary

	<u>Contributions</u>	<u>Benefit Payments</u>	<u>Transfers</u>
Total Fund Transactions	\$262	\$903,463	
Sebastian Scherma	\$262	\$446,274	
Lola Scherma		\$457,189	

The net assets at 01/07/2023 were \$859,764. Balances as at 30/06/2024 (prior to income and application of above ECPI proportion)

	<u>Retirement Phase</u>	<u>Total Balance</u>
Total Fund Balance	(\$43,699)	(\$43,437)
Sebastian Scherma	(\$21,846)	(\$21,584)
Lola Scherma	(\$21,853)	(\$21,853)

Assumptions and Notes

I have been advised by Act2 Solutions that the relevant pension liabilities meet the requirements to be considered a retirement phase superannuation income stream. This advice has been relied upon in preparing this certificate.

41540207 S & L Scherma Superannuation Fund

During the income year, some or all of the assets of the Fund were Disregarded Small Fund Assets as defined in section 295-387 of the Act. Consequently, the Fund is ineligible to use the Segregated Method to claim ECPI.

I have been advised that the values at 01/07/2023 are from audited financial statements and that the values for the financial year are from unaudited draft financial statements. If there are material changes after the certificate was issued an amendment should be requested.

As the fund only contained account-based pensions and member accounts in accumulation phase, the liabilities have been taken to be the balances of the relevant accounts and reserves (if any). We have been advised there are no unusual terms or guarantees in the SMSF however should this be incorrect please contact Act2 Solutions as this certificate may need to be revised.

For the calculation of the exempt proportion, we have relied on data provided that included the Fund's balances in accumulation phase, the Fund's balances in retirement phase, transactions within, to and from the Fund during the year.

The Fund contained only member accounts in accumulation phase and account-based pensions. Therefore, no assumptions about future inflation, future contributions, investment returns, or discount rates have been required to calculate the ECPI.

The preparation of this actuarial certificate and the determination of the liability values are in accordance with Professional Standard 406 of the Institute of Actuaries of Australia.

Yours sincerely,



James Fitzpatrick
Fellow of the Institute of Actuaries of Australia

16th February, 2024

S & L Scherma Superannuation Fund

Members Summary

As at 16 February 2024



	Increases				Decreases				Closing Balance		
	Opening Balances	Contributions	Transfers In	Net Earnings	Insurance Proceeds	Pensions Paid	Contributions Tax	Taxes Paid		Benefits Paid/ Transfers Out	Insurance Premiums
Sebastian Scherma (Age: 67)											
SCHSEB00004P - Account Based Pension - Tax Free: 5.49%				21,846.68		22,000.00			422,669.73		
422,823.05											
SCHSEB00007A - Accumulation											
1,604.58	262.00		(262.00)						1,604.58		
424,427.63	262.00		21,584.68		22,000.00				424,274.31		
Lola Scherma (Age: 67)											
SCHL0L00003A - Accumulation									96.12		
96.12											
SCHL0L00005P - Account Based Pension 2 - Tax Free: 8.21%											
435,240.11			21,854.00		26,299.30				430,794.81		
435,336.23			21,854.00		26,299.30				430,890.93		
859,763.86	262.00		43,438.68		48,299.30				855,165.24		



**Application for Actuarial Certificate of Income Tax Exemption for
MANAGED SUPERANNUATION FUNDS with Unsegregated Assets**

SELF-

AMENDMENTS:
If this request is to
AMEND a
previous Act2
Certificate enter
original reference
number below:

Actuarial Certificate required by s295.390 of the Income Tax Assessment Act 1997

Once completed, email form to act@act2.com.au

If you would like assistance with this form, please call the Act2 Team on 1800 230 737

Ref No:

FUND ADMINISTRATOR / ADVISER INFORMATION

Name of Administration/Advisors Company:	Simmons Livingstone & Associates	Client Number (if known):	4154
Postal Address of Administration Company:	PO Box 806	Contact Phone Number:	755618800
Postal Address - Town/Suburb/City:	Oxenford	State/Territory:	QLD
Person to contact for further info/clarification:	Leeza Cox	Postcode:	4210
List up to three email addresses where you would like the ACTUARIAL CERTIFICATE to also be emailed to:		Email Address of Main Contact:	leeza@simmonsivingstone.com.au
		List up to three email addresses where you would like the INVOICE to also be emailed to:	katie@simmonsivingstone.com.au

FUND IDENTIFICATION

Name of Superannuation Fund:	S & L Scherma Superannuation Fund		
Name of Corporate Trustee (if appropriate):	Fileco Py Ltd	Who should the invoice be made out to?	The Administrator
Full Name of Trustee 1:		Your reference for this fund:	SCHES1
Full Name of Trustee 2:			
Full Name of Trustee 3:			
Full Name of Trustee 4:			

MEMBERSHIP DETAILS

Member Information					Did the Fund hold a reserve at any time during the Income Year?
	Member 1	Member 2	Member 3	Member 4	
Member Firstname:	Sebastian	Lola			<input type="text" value="No"/>
Member Surname:	Scherma	Scherma			
Date of Birth (DD/MM/YYYY):	05/08/1956	24/01/1957			
Date Member Exited Fund (if in current year):					

RELEVANT INCOME YEAR

This request is for an actuarial certificate for the income year

If the Fund was established/commenced during the 2022/23 year - it commenced on

If the Fund was wound up during the 2022/23 year - it ceased on

Were there any segregated assets?

MEMBER ACCOUNT OPENING BALANCES

Non-Retirement Phase Balances (Accumulation and non-Retirement Phase TRIS) at 01/07/2022

	Sebastian	Lola	Member 3	Member 4	Reserve
Non-Retirement Phase Balances at 01/07/2022	\$1,605	\$96			

Retirement Phase Balances (Pensions and Retirement Phase TRIS) started on or before 01/07/2022

	Sebastian	Lola	Member 3	Member 4		Fund Balance at 01/07/2022
Total Retirement Phase Balances at 01/07/2022	\$422,823	\$435,240				
Total Member Balances at 01/07/2022	\$424,428	\$435,336	\$0	\$0	\$0	\$859,764

INTERNAL TRANSFERS (Including Pension Commencements/Commutations)

Description of Internal Transfer	Date of Transfer	From Account	To Account	Amount	Did this leave the balance of the From Account at zero?	If No - what amount was left?

TRANSACTION SUMMARY TABLE

	FUND BALANCE AT 01/07/2022				\$859,764	Net Income (for balancing only)
	Sebastian	Lola	Member 3	Member 4	TOTALS	
Total Amount CONTRIBUTED per member	\$262				\$262	\$43,437
Amount TRANSFERRED IN (from outside)					\$0	Closing Balance (after net income)
BENEFITS PAID Pension and Accumulation	\$446,274	\$457,189			\$903,463	\$0
FUND BALANCE AT 30/06/2023 (BEFORE INVESTMENT INCOME AND INCOME TAX)					-\$43,437	

Tax Exempt % Estimate
 (with uniform transactions):
 99.966%

THIRD PARTY INVOICING

Name of Company to be Invoiced:				Only complete if the invoice is to be issued to someone other than Trustees or Administrator	
Postal Address of Invoiced Company:					
Postal Address - Town/Suburb/City:		State/Territory:		Postcode:	
Contact Person at Invoiced Company:			Email Address of Contact Person:		

NEW SECTION FOR 2017/18 YEARS ONWARDS

Eligibility to use the Segregated Method for ECPI & Deemed Segregation Periods

ECPI Methodology and Eligibility

Is the Superannuation Fund eligible to use the Segregated Method for claiming ECPI for the 2022/23 income year? No

For information regarding Disregarded Small Fund Assets and eligibility to use the Segregated Method please click on the link below to read our TechDoc article:
https://www.act2.com.au/attachments/act2_techdoc_apr2018.pdf

Periods throughout the income year	Account Balances at end of each period (assists with determining correct tax exempt percentage)	
Period	ECPI Method	Description
01/07/2022 - 30/06/2023	Unsegregated Period	Earnings received in this period must use the actuary's tax exempt percentage.

For information regarding Deemed Segregation Periods and how to apply the tax exempt percentage, please click on the link below to read our TechDoc article:
https://www.act2.com.au/attachments/Act2_techdoc_May2018.pdf

Everything appears to be in order with this application.

FORM COMPLETION CHECKING AREA - You don't want to see any RED down here.

Eligibility to use the segregated method for ECP1 *done*
 Admin Company Name *done*
 Postal Address *done*
 Town/Suburb/City *done*
 STATE *done*
 Postcode *done*
 Phone Number *done*
 Contact Person *done*
 Contact Email Address *done*

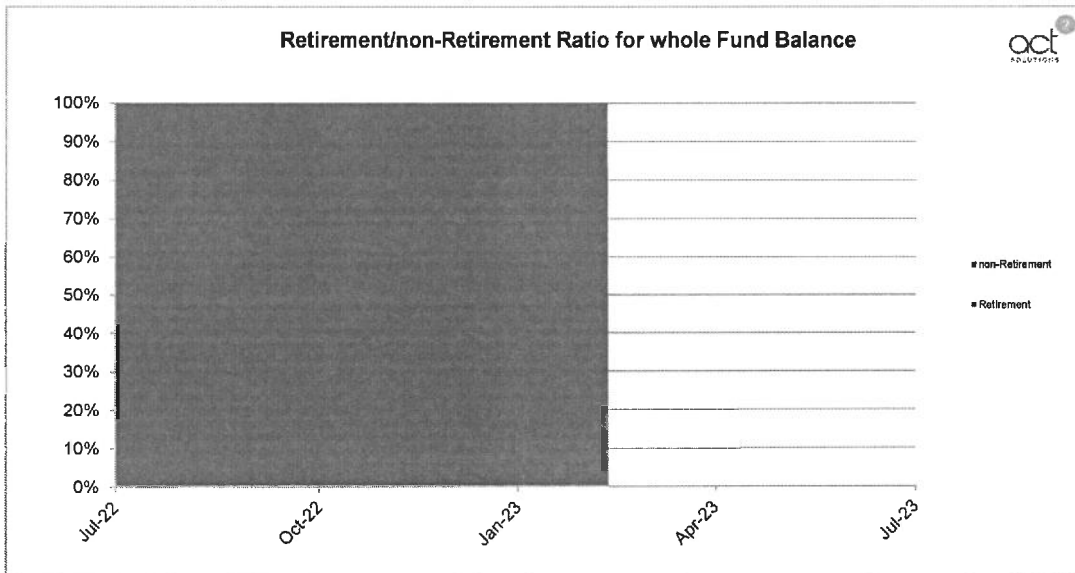
 Name of Fund *done*
 Names of Trustees *done*
 Year required for Segregated Assets *done*

	MEMBER 1	MEMBER 2	MEMBER 3	MEMBER 4	
Member Names	<i>done</i>	<i>done</i>	<i>done</i>	<i>done</i>	<i>Provide Firstnames and Surnames</i>
Dates of Birth	<i>done</i>	<i>done</i>	<i>done</i>	<i>done</i>	<i>Provide Dates of Birth for members with non-zero balances</i>
Reserve	<i>done</i>				
Accumulation Balances	<i>done</i>				
Pension Balances	<i>done</i>				
INTERNAL TRANSFERS					
Transfer 1	<i>done</i>				
Transfer 2	<i>done</i>				
Transfer 3	<i>done</i>				
Transfer 4	<i>done</i>				
Transfer 5	<i>done</i>				
Transfer 6	<i>done</i>				
Transfer 7	<i>done</i>				
Transfer 8	<i>done</i>				
Transfer 9	<i>done</i>				
Transfer 10	<i>done</i>				
Contributions	<i>done</i>				
Transfers In	<i>done</i>				
Benefits Paid	<i>done</i>				

TRANSACTION DATES/DETAILS RECONCILIATION:

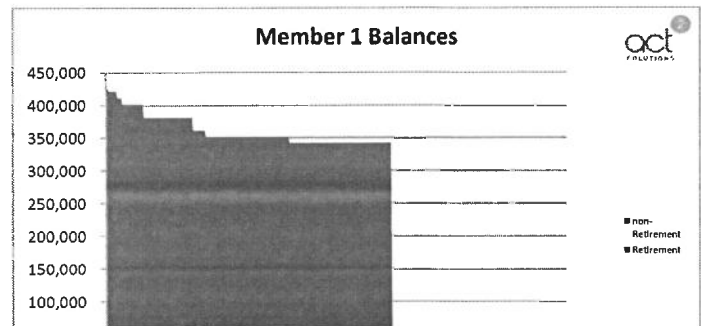
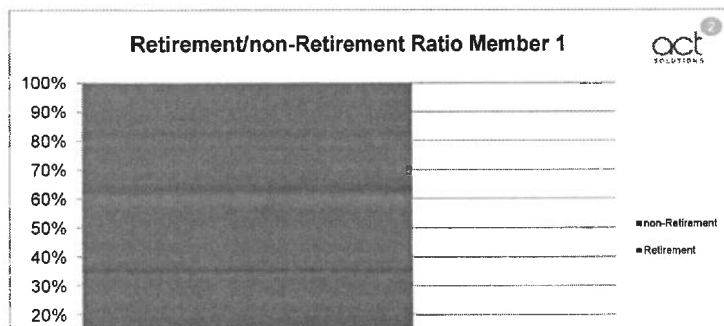
	Sebastian	Lola	Member 3	Member 4	TOTAL	
CONTRIBUTIONS - amount expected	\$262	\$0	\$0	\$0	\$262	
CONTRIBUTIONS - amount listed	\$262	\$0	\$0	\$0	\$262	
	MISSING	\$0	\$0	\$0	\$0	\$0
TRANSFERS IN - amount expected	\$0	\$0	\$0	\$0	\$0	
TRANSFERS IN - amount listed	\$0	\$0	\$0	\$0	\$0	
	MISSING	\$0	\$0	\$0	\$0	\$0
BENEFITS PAID - amount expected	\$446,274	\$457,189	\$0	\$0	\$903,463	
BENEFITS PAID - amount listed	\$446,274	\$457,189	\$0	\$0	\$903,463	
	MISSING	\$0	\$0	\$0	\$0	\$0

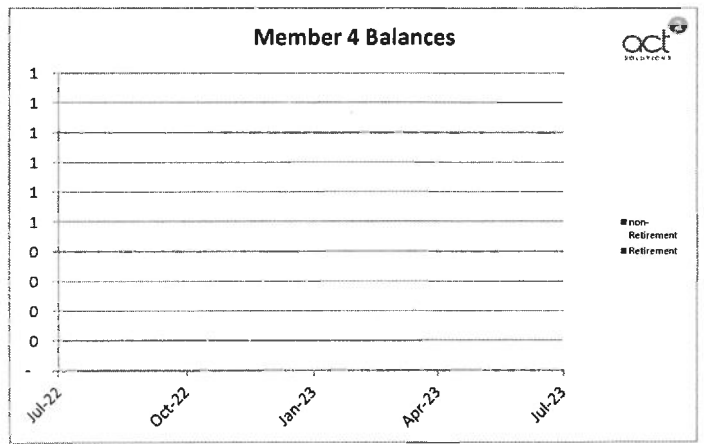
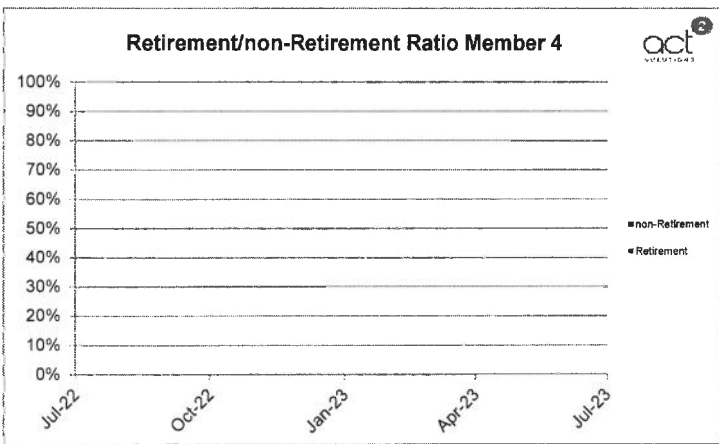
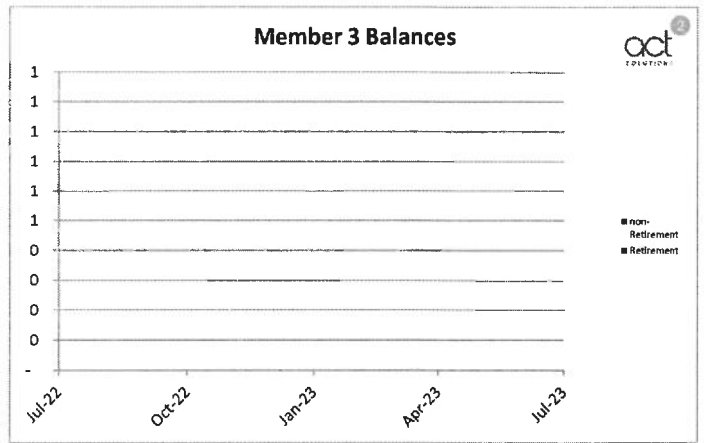
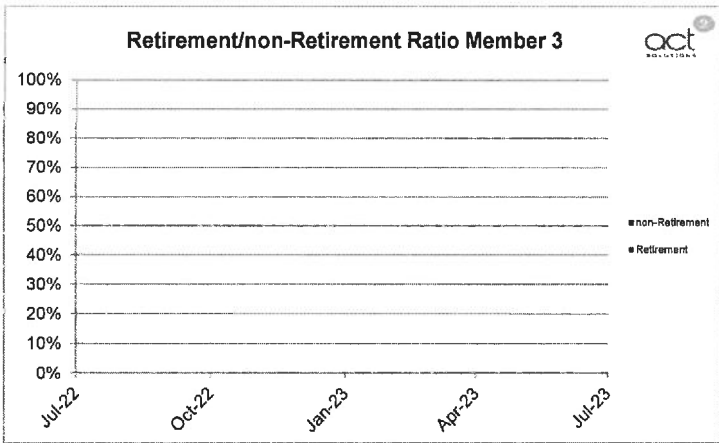
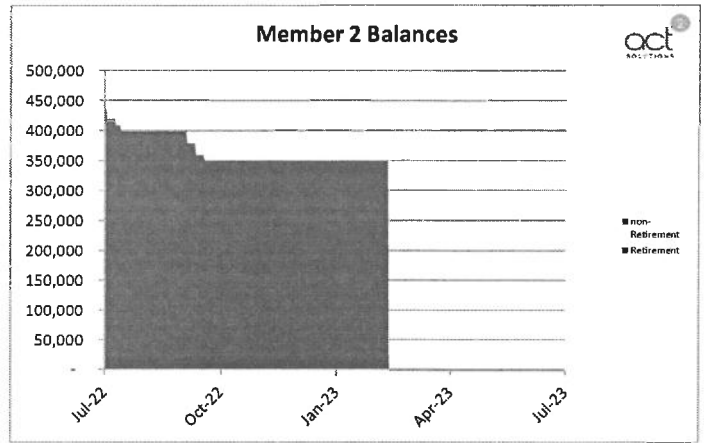
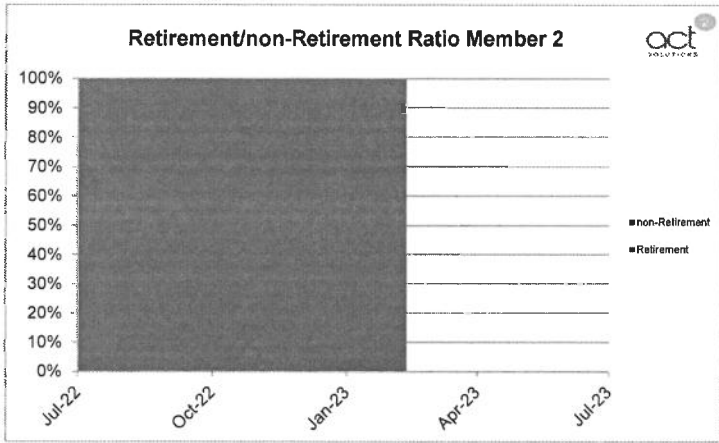
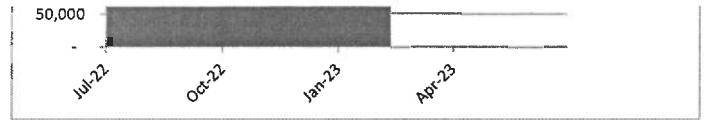
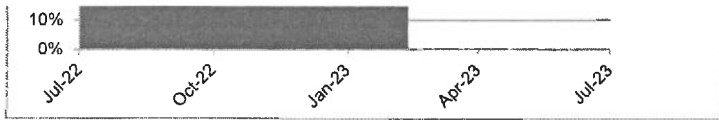
When completed, save with name (e.g. Smith SF 2012.xls), then email to act@act2.com.au as an Excel attachment.



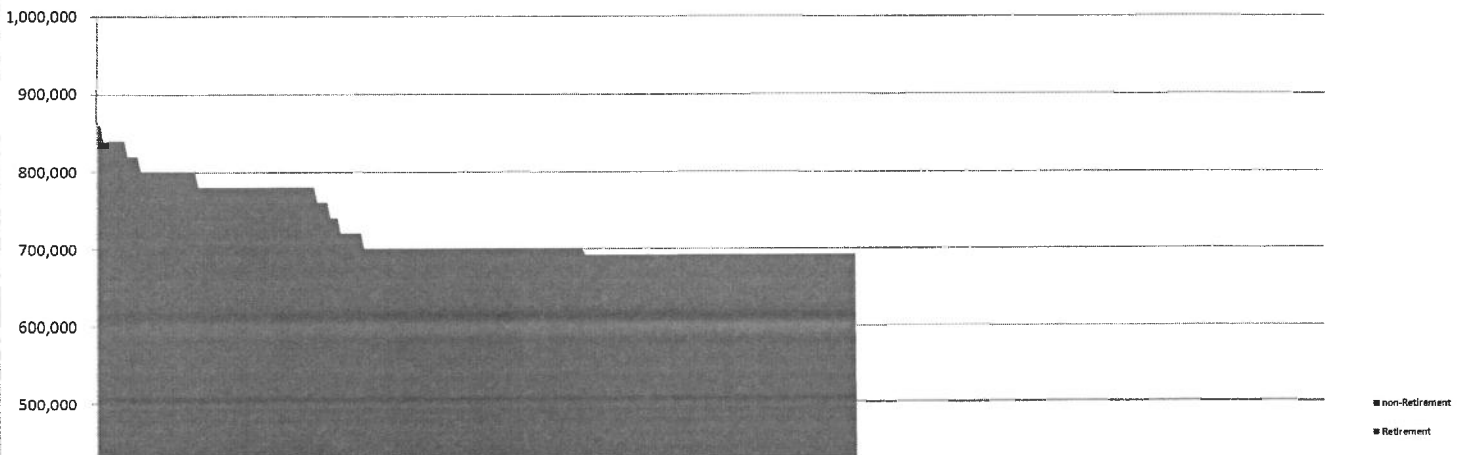
The application appears ready to be sent!

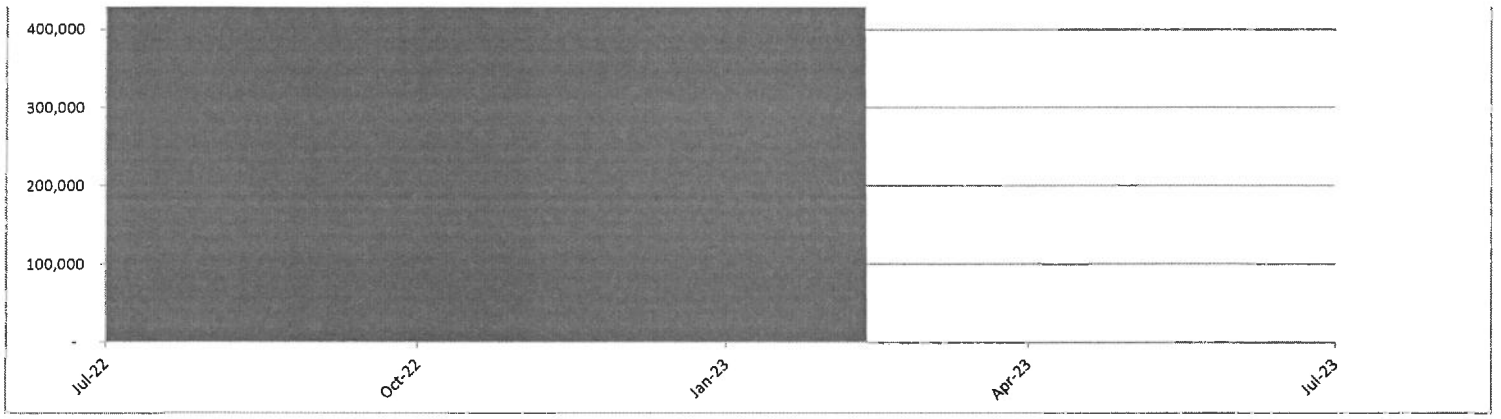
Tax Exempt Estimate
99.966%





2022/23 Account Balances for Whole Fund





Rio Tinto

Rio Tinto Limited
ABN 96 004 458 404

005256 000 RIO
FILECO PTY LTD
<S&L SCHERMA SUPER FUND A/C>
404 601 GLADES DRIVE
ROBINA QLD 4226

Dividend Statement

Holder Identification Number	HIN WITHHELD
Record Date	11 August 2023
Payable Date	21 September 2023
Half Year Ended	30 June 2023
Tax File Number	Quoted
Shareholding	16
AUD Dividend Rate Per Share	260.89 cents
AUD Franked Dividend Payable	\$41.74
AUD Unfranked Dividend Payable	\$0.00
AUD Franking Credits	\$17.89
AUD Tax Withheld	\$0.00
AUD Dividend Amount	\$41.74

Shareholder helpline number: 1800 813 292
New Zealand holders: 0800 450 740
International shareholders: +61 (3) 9415 4030
www.investorcentre.com/rio
Computershare Investor Services Pty Ltd, GPO Box 2975, Melbourne VIC 3001 Australia

Dividend reinvestment plan advice - Interim dividend for the half year ended 30 June 2023

Dear shareholder,

On 26 July 2023 Rio Tinto declared a 2023 interim dividend of 260.89 Australian cents per share (equivalent to 177.00 US cents). Shares have been purchased for you in accordance with your participation in the Rio Tinto Limited Dividend Reinvestment Plan.

The dividend is payable on ordinary shares registered in your name and entitled to participate as at the record date of 11 August 2023. For income tax purposes this dividend is fully franked (100 per cent) at the tax rate of 30 per cent.

Yours sincerely



Tim Paine
Company Secretary

Transaction Type	Allocation Date	Price per Share
DRP	28/09/2023	\$114.639496

Cash balance brought forward	Net amount of dividend	Reinvestment amount	Amount deducted for purchase	Number of shares purchased	Cash balance carried forward
\$37.72	\$41.74	\$79.46	\$0.00	0	\$79.46

NOTE: The closing balance shown below may not be the current holding balance if you have purchased or sold shares after the Ex Dividend Date, being 10 August 2023.

Computershare Investor Services Pty Limited will not be liable for any losses incurred by any person who relies on the holding balances shown below without making their own adjustments for any further transactions.

Date	Transaction type	Transaction reference	Opening balance	Quantity on	Closing balance
28/09/2023	DRP	Allocation	16	0	16

The issue of these DRP shares will be shown on your next CHESS statement.

Please retain this dividend statement for your records.



Manage your holdings online: Register at www.investorcentre.com/rio

Select direct credit payment and electronic communications at Investor Centre, our free self-service website is available 24/7. Manage your shareholdings online, the easy way!

View any outstanding payments



Change payment options



Switch to ecommunications



View your Shareholding



Change your address



Update your TFN



1-2

No holdings to display

DOMESTIC TRANSACTIONS

1 July 2023 - 30 November 2023

1-3

Domestic Transactions as at 30 November 2023

Date	Code	Description	Type	Quantity	Price	Brokerage	Settlement Amount	Contract Note
15/11/2023	RIO.ASX	RIO TINTO LIMITED ORDINARY FULLY PAID	SELL	-16	\$126.57	\$13.59	-\$2,010.17	135808610

PORTFOLIO SUMMARY (AUD)

1 July 2023 - 30 November 2023

1-4

Account number	Account name	Value as at 30 November 2023
NT2618029	S & L Scherma Superannuation Fund	\$2.25
Total portfolio value (AUD)		\$2.25

Allocation as at 30 November 2023

Shares in your portfolio

No holdings to display

Valuation as at 30 November 2023

Cash position	\$2.25
Domestic holdings	\$0.00
International holdings	\$0.00
Unsettled trades	\$0.00
Total	\$2.25

Estimated interest & dividends

Sectors in your portfolio

No holdings to display

Interest earned	\$134.88
Interest charged	\$0.00
Domestic dividends	\$0.00
Domestic interest distributions	\$0.00
International dividends	\$0.00
Total	\$134.88

Trading expenses

Brokerage	\$13.59
Foreign trading fees	\$0.00
Other fees (GST, ACH, market fees etc)	\$1.36
Total	\$14.95

1-5

No dividends to display

1-6

No holdings to display

1-7

No transactions to display

1-8

No dividends to display

RECEIVED
22 DEC 2023

BY: _____



2-1
Australian Government
Australian Taxation Office



041
00298-

THE TRUSTEE FOR S & L SCHERMA
SUPERANNUATION FUND
C/- SIMMONS LIVINGSTONE & ASSOCIATES
PO BOX 806
OXENFORD QLD 4210

Our reference: 7144861057955
Phone: 13 10 20
ABN: 31 366 267 708

21 December 2023



Superannuation remittance advice

To whom it may concern

An amount of \$262.00 has been forwarded to you from the low income super amount account for THE TRUSTEE FOR S & L SCHERMA SUPERANNUATION FUND as per the enclosed remittance advice.

More information about the remittance process is provided on the back of this page, but if you have any questions please phone **13 10 20** between and , Monday to Friday.

Yours faithfully

David Allen
Deputy Commissioner of Taxation

354P_16QLDL80779P1ARL/E-298/S-617/I-1233/

22

Superannuation remittance advice

Provider: THE TRUSTEE FOR S & L SCHERMA SUPERANNUATION FUND
 Tax file number: 95 484 805
 Remittance type: Low income super amount

Payment for	Account/Other ID	TFN	Date of birth	Remittance reference number	Financial year	Payment
Sebastian Scherma	SMSF11582495232 5	325 854 196	5/8/1956	7030215520446	2023	\$262.00

Payment details	Description	Processed date	Credit
	Low income super amount remittance	20 December 2023	\$262.00 CR
		Total payment amount	\$262.00 CR



354P_16QLDL80779P1ARL/E-298/S-618/I-1235/

3-1

S & L Scherma Superannuation Fund General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Interest Received (25000)					
NAB ***2555 (NABtrade2555)					
31/07/2023	INTEREST			74.58	74.58 CR
31/08/2023	INTEREST			41.27	115.85 CR
29/09/2023	INTEREST			13.90	129.75 CR
31/10/2023	INTEREST			2.88	132.63 CR
30/11/2023	INTEREST			2.25	134.88 CR
				134.88	134.88 CR
Total Debits: 0.00					
Total Credits: 134.88					



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Owner Statement

Tax Invoice

FILECO PTY LTD
UNIT 404, 601 CLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	40
Statement period	1 June 2023 - 3 July 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215
Current Tenancy	Maxwell Anderson, Christine Anderson Rent: \$590.00 Weekly Paid to: 13/07/23 plus \$510.00 part payment

Balance Brought Forward \$0.00

Income	Credit
Maxwell Anderson, Christine Anderson - RENT - 09/06/2023 to 13/07/2023 (part payment \$510.00)	\$2,950.00

Total income:	\$2,950.00
Includes GST of:	\$0.00

Expenses	Debit
27/06/23 - Sundry Fee EOM (27/06/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215)	\$7.15
30/06/23 - End of Financial Year Statement Fee (30/06/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215)	\$22.00
03/07/23 - Rent Commission Fee to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215)	\$243.38

Total expenses:	\$272.53
Includes GST of:	\$24.78

Payments to owner	
03/07/23	\$2,677.47

Total payments: Balance (\$0.00) + income (\$2,950.00) - expenses (\$272.53) - total held in trust (\$0.00) = **\$2,677.47**



Owner Statement

Tax Invoice

4-3

FILECO PTY LTD
UNIT 404, 601 GLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	41
Statement period	3 July 2023 - 1 August 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215
Current Tenancy	Maxwell Anderson, Christine Anderson Rent: \$590.00 Weekly Paid to: 10/08/23 plus \$510.00 part payment

Balance Brought Forward \$0.00

Income **Credit**

Maxwell Anderson, Christine Anderson - RENT - 14/07/2023 to 10/08/2023 (part payment \$510.00) \$2,360.00

Total income: **\$2,360.00**
Includes GST of: **\$0.00**

Expenses **Debit**

27/07/23 - Sundry Fee EOM (27/07/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$7.15

01/08/23 - Rent Commission Fee to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$194.70

Total expenses: **\$201.85**
Includes GST of: **\$18.35**

Payments to owner

01/08/23 \$2,158.15

Total payments: Balance (\$0.00) + income (\$2,360.00) - expenses (\$201.85) - total held in trust (\$0.00) = **\$2,158.15**



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Owner Statement

Tax Invoice

FILECO PTY LTD
UNIT 404, 601 GLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	42
Statement period	1 August 2023 - 31 August 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215
Current Tenancy	Maxwell Anderson, Christine Anderson Rent: \$590.00 Weekly Paid to: 07/09/23 plus \$510.00 part payment

Balance Brought Forward \$0.00

Income **Credit**

Maxwell Anderson, Christine Anderson - RENT - 11/08/2023 to 07/09/2023 (part payment \$510.00) \$2,360.00

Total income: **\$2,360.00**

Includes GST of: **\$0.00**

Expenses **Debit**

27/08/23 - Sundry Fee EOM (27/08/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$7.15

31/08/23 - Rent Commission Fee to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$194.70

Total expenses: **\$201.85**

Includes GST of: **\$18.35**

Payments to owner

31/08/23 \$2,158.15

Total payments: Balance (\$0.00) + Income (\$2,360.00) - expenses (\$201.85) - total held in trust (\$0.00) = **\$2,158.15**



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Owner Statement

Tax Invoice

FILECO PTY LTD
UNIT 404, 601 GLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	43
Statement period	31 August 2023 - 29 September 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215
Current Tenancy	Maxwell Anderson, Christine Anderson Rent: \$590.00 Weekly Paid to: 05/10/23 plus \$20.00 part payment

Balance Brought Forward \$0.00

Income **Credit**

Maxwell Anderson, Christine Anderson - RENT - 08/09/2023 to 05/10/2023 (part payment \$20.00) \$1,870.00

Total income: **\$1,870.00**

Includes GST of: **\$0.00**

Expenses **Debit**

14/09/23 - Be Legal Property Compliance Services - Annual Subscription \$99.00

27/09/23 - Sundry Fee EOM (27/09/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$7.15

29/09/23 - Rent Commission Fee to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) \$154.28

Total expenses: **\$260.43**

Includes GST of: **\$23.68**

Funds withheld for the following upcoming expenses

Withheld for QCAT - \$150.00

Total held in trust **\$150.00**

Payments to owner

29/09/23 \$1,459.57

Total payments: Balance (\$0.00) + Income (\$1,870.00) - expenses (\$260.43) - total held in trust (\$150.00) = **\$1,459.57**



Owner Statement

Tax Invoice

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FILECO PTY LTD
UNIT 404, 601 GLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	44
Statement period	29 September 2023 - 1 November 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215

Balance Brought Forward		\$150.00	
<hr/>			
Income		Credit	
<hr/>			
Maxwell Anderson, Christine Anderson - RENT - 06/10/2023 to 19/10/2023 (part payment \$40.00)		\$1,200.00	
23/10/23 - Maxwell Anderson, Christine Anderson - Rent Return - Owner to Tenant Deposit rent return		-\$40.00	
		Total income:	\$1,160.00
		Includes GST of:	\$0.00
<hr/>			
Expenses		Debit	
<hr/>			
03/10/23 - QCAT court lodgement fees 2/11 Catherine		\$111.30	
16/10/23 - Refund from Be Legal		-\$99.00	
27/10/23 - Sundry Fee EOM (27/10/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215)		\$7.15	
01/11/23 - Rent Commission Fee to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215)		\$99.00	
		Total expenses:	\$118.45
		Includes GST of:	\$19.77
<hr/>			
Payments to owner			
<hr/>			
01/11/23		\$1,191.55	
Total payments: Balance (\$150.00) + Income (\$1,160.00) - expenses (\$118.45) - total held in trust (\$0.00) =		\$1,191.55	

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Owner Statement

Tax Invoice



FILECO PTY LTD
UNIT 404, 601 GLADES DRIVE BELLEVUE ST
ROBINA QLD 4226

Account	FILECO
Statement number	45
Statement period	1 November 2023 - 1 December 2023
Ownership	Fileco Pty Ltd
For property	Unit 2/11 Catherine Ct, Labrador QLD 4215

Balance Brought Forward \$0.00

Income Credit

Total income: \$0.00

Includes GST of: \$0.00

Expenses Debit

Total expenses: \$0.00

Includes GST of: \$0.00

Funds withheld for the following upcoming expenses

Pending payment for Hillsea Pty Ltd (Agency Fee) - Sundry Fee EOM (27/11/2023) to Agent (2/11CATHERINE - Unit 2/11 Catherine Ct, Labrador QLD 4215) - \$7.15

Total held in trust \$0.00

Payments to owner

Total payments: Balance (\$0.00) + income (\$0.00) - expenses (\$0.00) - total held in trust (\$0.00) = \$0.00

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



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Part 1 Tenancy details

Item 1

1.1 Lessor

Name/trading name Hillsea Pty Ltd T/as Hillsea Real Estate

Address

1/241 Central Street

Labrador

QLD

Postcode 4215

1.2 Phone

Mobile

Email

(07) 5539 7705

pm5@hillsea.com.au

Item 2

2.1 Tenant/s

Tenant 1 Full name/s Maxwell Anderson

Phone 0431184404

Email cybrax@gmail.com

Tenant 2 Full name/s Christina Anderson

Phone 04311838141

Email cybrax@anad.com

Tenant 3 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 3

3.1 Agent If applicable. See clause 43

Full name/trading name Hillsea Real Estate Property Management

Address

1/241 Central Street

Labrador

QLD

Postcode 4215

3.2 Phone

Mobile

Email

(07) 5539 7700

admin.pm@hillsea.com.au

admin.pm@hillsea.com.au

Item 4

Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes No

Facsimile Yes No

4.2 Tenant/s

Email Yes No

Facsimile Yes No

4.3 Agent

Email Yes No

Facsimile Yes No

Item 5

5.1 Address of the rental premises

Unit 2, 11 Catherine CT

Labrador

QLD

Postcode 4215

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As per entry condition report.

Item 6

6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 23 / 9 / 2022

6.3 Ending on 21 / 9 / 2023

Fixed term agreements only
For continuation of tenancy agreement, see clause 6



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 7 Rent \$ 590.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the Friday / same day day of each Week
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)
DEFT Payment Systems - Biller Code 4481

Details for direct credit
BSB no. xxxxxxxxxxxxxxxxxxxxxx Bank/building society/credit union xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Account no. xxxxxxxxxxxxxxxxxxxxxx Account name xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Payment reference Refer to DEFT card

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)
Rent to be paid by DEFT Card

Item 11 Rental bond amount \$ 2360.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16
Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type Internet, Pay TV ect. See special terms (page 8)
Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17
 Yes No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity 100% Any other service stated in item 12.1 100%
Gas 100% See special terms (page 8)
Phone 100%

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)
Electricity Direct to Supplier
Gas Direct to Supplier
Phone Direct to Supplier
Any other service stated in item 12.1 See special terms (page 8) As directed

Item 15 Number of persons allowed to reside at the premises 2 See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 Yes No

Item 17 17.1 Pets approved Yes No See clause 24(1)

17.2 The types and number of pets that may be kept See clause 24(2)
Type Number Type Number

Item 18 Nominated repairers Insert name and telephone number for each. See clause 31
Electrical repairs Emerlite Electrical Service Phone 0418 752 578
Plumbing repairs Totally Plumbing & Gas Phone 0403 132 907
Other Be Legal Property Compliance Services Phone 0406 215 787

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
 - (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
 - (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
 - (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
 - (5) A standard term overrides a special term if they are inconsistent.
- Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -
- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
 - the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 3 days after the later of the following days -
 - (a) the day the tenant is entitled to occupy the premises;
 - (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.
- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (**the end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
 - (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.
- Note* - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant terminates it before the term ends in a way not permitted under the Act.
 - (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
- Note* - For when the tenant may terminate early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
 - (2) The rent must be paid at the times stated in this agreement for item 8.
 - (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).
 - (4) The rent must be paid at the place stated in this agreement for item 10.
 - (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
 - (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.
- Examples of an appropriate place* -
- the lessor's address for service
 - the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, if this agreement is a fixed term agreement, the rent may be increased before the term ends only if a special term -
 - (a) provides for a rent increase; and
 - (b) states the amount of the increase or how the amount of the increase is to be worked out.
- (6) A rent increase is payable by the tenant only if the rent is increased under this clause.

11 Application to tribunal about excessive increase - s 92

- (1) If a notice of proposed rent increase is given and the tenant considers the increase is excessive, the tenant may apply to a tribunal for an order setting aside or reducing the increase.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.
Note - For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum bond that may be required. See section 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.

- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples -

 - body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

water consumption charge for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws under the *Body Corporate and Community Management Act 1997* or *Building Units and Group Titles Act 1980* applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the by-laws.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 Pets

- (1) The tenant may keep pets on the premises only if this agreement states for item 17.1 that pets are approved.
- (2) If this agreement states for item 17.1 that pets are approved and this agreement states for item 17.2 that only -
 - (a) a particular type of pet may be kept, only that type may be kept; or
 - (b) a particular number of pets may be kept, only that number may be kept; or
 - (c) a particular number of a particular type of pet may be kept, only that number of that type may be kept.

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.

Note - For details about the maintenance, see the information statement.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - (d) the non-standard items are not a risk to health or safety; and
 - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations - s 188(2) and (3)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.

Subdivision 3 The dwelling

27 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.
- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
 - that the tenant must repair damage caused when removing the fixture
 - that the lessor must pay for the fixture if the tenant can not remove it
- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
 - (4) The lessor must not act unreasonably in failing to agree.
 - (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or the tenant may change locks if -
 - (a) both agree to the change; or
 - (b) there is a tribunal order permitting the change; or
 - (c) there is a reasonable excuse for making the change.
Example of a reasonable excuse -
 an emergency requiring the lock to be changed quickly
- (2) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (3) If a lock is changed, the party changing it must give the other party a key for the changed lock unless -
 - (a) a tribunal orders that a key not be given; or
 - (b) the other party agrees to not being given a key.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The nominated repairer is the tenant's first point of contact for notifying the need for emergency repairs.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 2 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Division 7 Restrictions on transfer or subletting by tenant

34 General - ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if -
 - (a) the lessor is the State; or
 - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

36 Ending of agreement - s 277

- (1) This agreement ends only if -
 - (a) the tenant and the lessor agree in writing; or

- (b) the lessor gives a notice to leave the premises to the tenant and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
- (c) the tenant gives a notice of intention to leave the premises to the lessor and hands over vacant possession of the premises to the lessor on or after the handover day; or
- (d) a tribunal makes an order terminating this agreement; or
- (e) the tenant abandons the premises; or
- (f) after receiving a notice from a mortgagee under section 317, the tenant vacates, or is removed from, the premises.

Note - For when a notice to leave or a notice of intention to leave may be given and its effect and when an application for a termination order may be made to a tribunal, see the information statement.

- (2) Also, if a sole tenant dies, this agreement terminates in accordance with section 277(7) or (8).

Note - See the information statement for details.

37 Condition premises must be left in - s 188(4)

At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear -

- wear that happens during normal use
- changes that happen with ageing

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

39 Tenant's forwarding address - s 205(2)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if the tenant has a reasonable excuse for not telling the lessor or agent the new address.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.

- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous

42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to a requirement about a service charge.

Note - See section 164 for what is a service charge.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

4-15



Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.
The tenant/s acknowledge that they have received a copy of the information statement 'Renting in Queensland' (Form 17a) together with a copy of the general tenancy agreement which includes the terms and conditions.

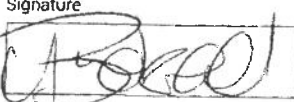
The tenant/s understand their rights and responsibilities and further acknowledge that they have been given the opportunity to read the agreement carefully before signing.

Names of Approved Occupants: MR Maxwell Anderson, MS Christina Anderson

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**


Signature of lessor/agent

Name/trading name
Hillsea Real Estate

Signature
 Date 29/7/2022

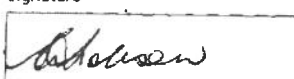
Signature of tenant 1

Print name
Maxwell Anderson

Signature
 Date 15/7/2022

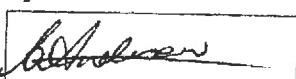
Signature of tenant 2

Print name
Christina Anderson

Signature
 Date 15/7/2022

Signature of tenant 3

Print name

Signature
 Date 15/7/2022

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated in the special terms to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

(1) During the tenancy, the tenant must-

- (a) not do anything that might block any plumbing or drains on the premises;
- (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
- (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
- (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
- (e) keep the premises free from pests and vermin;
- (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
- (g) not intentionally or negligently damage the premises and inclusions;
- (h) only hang clothing and other articles outside the premises in areas designated by the lessor or the lessor's agent;
- (i) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
- (j) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (k) where the lessor has consented to animals being kept at the premises, the tenant must ensure all animals are kept in accordance with relevant local laws, state laws and federal laws including but not limited to, the *Animal Management (Cats & Dogs) Act 2008* and the *Animal Care and Protection Act 2001* where applicable.

(2) The obligations of the tenant at the end of the occupancy regarding the conditions of the premises include-

- (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy;
- (b) if the property was free of pests at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy;
- (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
- (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
- (e) removing rubbish;
- (f) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
- (g) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
- (h) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

(3) If the tenant does not meet the tenant's obligations at the end of the tenancy the lessor or the lessor's agent may pay for this to be done and claim the cost of doing so from the rental bond.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys and remote controls

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) The tenant must return all keys, access keycards and/or any remote controls to the lessor or the lessor's agent at the end of the tenancy.

50 Early termination by tenant

If the tenancy is breached before the end of the tenancy specified in item 6 despite other provisions of this agreement the lessor may claim from the tenant-

- (a) the rent and service charges until the lessor re-lets the premises or the end of the tenancy as specified in item 6 whichever is the earlier; and

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

- (b) the reasonable costs (including advertising costs) of re-letting and attempting to re-let the premises. (Sections 173(2) and 420).

51 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor or the lessor's agent, its directors, officers, employees, and agents, from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

52 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions or breach of this agreement or obligations under the Act.

53 Tenant's insurance

It is the tenant's and approved occupant's responsibility to adequately insure their own property and possessions.

54 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and
Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy;
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this clause, such engagement shall be at the tenant/s' own cost and expense.

- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

55 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with clause 55(1) and 55(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

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

000023855823

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Special Condition

General Tenancy - Pets not Permitted Inside Dwelling

PETS NOT PERMITTED INSIDE DWELLING

- (a) The parties acknowledge that in accordance with Items 17.1 and 17.2 of the Tenancy Details in the Agreement and Clause 24 of the Standard Terms, pets shall be permitted on the Premises but only in accordance with Clause 24 and as set out herein.
- (b) The pet/s referred to in the Tenancy Details shall not be permitted inside any dwelling on the Premises.
- (c) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.
- (d) The above provisions do not apply to guide, hearing or assistance dogs.

Special Condition

General Tenancy - Smoking Not Allowed on Premises

SMOKING NOT ALLOWED ON PREMISES

- (a) The Tenant must not, or allow any other person to, use or smoke tobacco or other smoke producing substance within any dwelling on the premises.
- (b) For the purposes of this Special Term a dwelling contained on the Premises shall include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda. A dwelling shall include any structure on the Premises designed to be used as a residence for human habitation.

51

S & L Scherma Superannuation Fund General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Accountancy Fees (30100)					
<u>Accountancy Fees (30100)</u>					
04/12/2023	INTERNET TRANSFER INTERNET TRANSFER inv 041906SCHERMA. Invoice 41906		2,970.00	5.3	2,970.00 DR
05/12/2023	INTERNET TRANSFER ONLINE K1205017306 Simmons Accts FILCO PL SUP. Invoice 41905		330.00	5.4	3,300.00 DR
31/01/2024	Simmons Livingstone 2024 accounting & audit fee		4,170.00		7,470.00 DR
			7,470.00		7,470.00 DR
Total Debits:			7,470.00		
Total Credits:				0.00	



The Trustees
S & L Scherma Superannuation Fund
404/601 Glades Drive
ROBINA QLD 4226

Tax Invoice
041906

Ref: SCHESS1
30 November, 2023

Description	Amount
<p>Preparation of Financial Statements for the fund for the year ended 30th June 2023 including the following:-</p> <ul style="list-style-type: none"> - Operating Statement, Statement of Financial Position & Notes to the Financial Statements - Trustee's declaration - Preparation and lodgement of income tax and regulatory return - Calculation of tax estimate - Memorandum of Resolutions - Calculations in relation to changes in market value of investments - Calculations of capital gains/losses in relation to disposal of investments - Processing Pension transactions - Preparation of Member's Statements - Superstream management including payment of disbursement - Preparation of tenant declaration as per auditor requirements - Order Title Search including payment of disbursement - Preparation and lodgement of Actuary Application including payment of disbursement to Act 2 Actuaries on your behalf - Calculation of 2024 Pension Minimum drawdown requirements - Preparation of records in accordance with the auditor's requirements including payment of disbursement to Super Audits. 	
<p>Our scheduled fee \$3500 less discount to you - 500 \$3000</p>	3,000.00

Description	Amount
<p style="text-align: right; margin-right: 100px;"> Acc \$2970 Audit 330 <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> \$3300 </p>	
<p>Please note that this invoice is now due.</p>	3,000.00
<p>*Credit card payments attract a surcharge</p>	GST: \$ 300.00 Amount Due: \$ 3,300.00

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

<input type="checkbox"/> (EFT) - Transfer to our account Account Name Simmons Livingstone & Associates BSB: 064 445 Account: 1052 7520		Ref: SCHESS1 Invoice: 041906 30 November, 2023 Amount Due: \$ 3,300.00
<input type="checkbox"/> Credit Card (Please indicate type) <input type="checkbox"/> Mastercard <input type="checkbox"/> Visa		Card CCV
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Cardholder Signature		Expiry/.....
Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation		



The Trustees
S & L Scherma Superannuation Fund
404/601 Glades Drive
ROBINA QLD 4226

Tax Invoice
041905

Ref: SCHESS1
30 November, 2023

Description	Amount
- Email in with information to review regarding preparation of sale of property 2/11 Catherine Street, Labrador.	
- Provision of information to assist in preparation of Foreign Resident Capital Gains Withholding Clearance Certificate Application	
- Correspondence & phone call re same	
Fee agreed on quote	300.00
	300.00
Please note that this invoice is now due.	GST: \$ 30.00
*Credit card payments attract a surcharge	Amount Due: \$ 330.00

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

(EFT) - Transfer to our account Ref: SCHESS1
Invoice: 041905
30 November, 2023
 Account Name Simmons Livingstone & Associates
 BSB: 064 445 Account: 1052 7520 **Amount Due: \$ 330.00**

Credit Card (Please indicate type) Mastercard Visa Card CCV
 Card Number:

Cardholder Signature Expiry/.....
 Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation

55



Simmons Livingstone & Associates

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

S & L Scherma Superannuation Fund
404/601 Glades Drive
ROBINA
QLD 4226

TAX INVOICE
INV-42452
31 January 2024

Description	Amount
-------------	--------

Fee for Professional Services rendered in relation to the following:

SMSF Annual Financial Statements and Income Tax Return

Preparation of Financial Statements for the fund for the year ended 30th June 2024 including the following:

- Operating Statement, Statement of Financial Position & Notes to the Financial Statements
- Trustee's declaration
- Preparation and lodgement of income tax and regulatory return
- Calculation of tax estimate
- Memorandum of Resolutions
- Calculations of capital gains/losses in relation to disposal of investments
- Processing Pensions including preparation of associated minutes
- Preparation of Member's Statements
- Superstream management including payment of disbursement
- Preparation and lodgement of ATO Super Transfer Balance Account reports x 3
- Preparation of Actuary Application including payment of disbursement to Act 2 Actuaries on your behalf
- Preparation of records in accordance with the auditor's requirements including payment of disbursement to Super Audits.
- Rollovers through Superstream to Australian Super
- Wind up of Fund

Acc 4170
Audit 330

\$ 4500

Subtotal	4,090.91
GST	409.09
Invoice Total	4,500.00

Please note that this invoice is now due.

*Credit card payments attract a surcharge

Payment Advice

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

by (EFT) Transfer to our account
Account Name: Simmons Livingstone & Associates
BSB: 064 445 Account: 1052 7520

From: S & L Scherma Superannuation Fund
Invoice #: INV-42452
Amount Due: 4,500.00
Invoice Date: 31 January 2024

by Credit Card (Please indicate type)

Card Number:

CWV:

Cardholder: Signature:

Expiry date: /

Note that credit card payments attract a surcharge. Liability limited by a scheme approved under Professional Standards Legislation

5.6

Amount Paid	4,500.00
Amount Due	0.00

b-1

S & L Scherma Superannuation Fund General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Auditor's Remuneration (30700)					
<u>Auditor's Remuneration (30700)</u>					
04/12/2023	INTERNET TRANSFER INTERNET TRANSFER inv 041906SCHERMA. Invoice 41906		330.00	b-2	330.00 DR
31/01/2024	Simmons Livingstone 2024 accounting & audit fee		330.00	S-5	660.00 DR
			660.00		660.00 DR

Total Debits: 660.00

Total Credits: 0.00

TAX INVOICE

Supplier: Super Audits

Auditor: A.W. Boys
SMSF Auditor Number (SAN) 100014140
Registered Company Auditor (67793)

Address: Box 3376
Rundle Mall 5000

ABN: 20 461 503 652

Services: Auditing

Date: 27 November 2023

Recipient: S & L Scherma Super Fund

Address: C/- PO Box 806, OXENFORD QLD 4210

Description of Services

Statutory audit of the S & L Scherma Super Fund for the financial year ending 30 June 2023.

Fee: \$300.00

GST: \$30.00

Total: \$330.00

Payment can be made with a cheque payable to Super Audits postal address being Box 3376 Rundle Mall 5000 or alternatively an EFT can be made BSB 015-056 Account No. 387392386.



S & L Scherma Superannuation Fund
Depreciation Schedule

For The Period 01 July 2023 - 30 June 2024



Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments		Total Value For Depreciation ¹	Method	Rate	Depreciation		Closing Written Down Value
				Disposals/ Decrease	Additions/ Increase				Calculated Depreciation ²	Posted Depreciation ¹	
Low Value Pool (Full Rate)											
Plant and Equipment (at written down value)											
Oven	26/02/2021	762.00	277.27	(762.00)		(484.73)	Low Value Pool	37.50 %	103.98	103.98	0.00
		762.00	277.27	(762.00)		(484.73)			103.98	103.98	0.00
Plant and Equipment (at written down value) - Unitised											
Hot plates Westinghouse	29/04/2022	669.00	339.72	(212.32)		(329.28)	Low Value Pool	37.50 %	127.40	127.40	0.00
		669.00	339.72	(212.32)		(329.28)			127.40	127.40	0.00
Uncategorised Assets											
Fixtures and Fittings (at written down value) - Unitised											
Carpet	14/12/2009	826.00	22.95	(746.34)		(803.05)	Low Value Pool	37.50 %	(271.27)	8.61	0.00
Hot Water System	20/09/2012	1,141.70	175.34	(738.29)		(966.36)	Low Value Pool	37.50 %	(211.11)	65.75	0.00
Stove Top - Hot Plate	29/01/2009	289.00	10.26	(253.41)		(278.74)	Low Value Pool	37.50 %	(91.18)	3.85	0.00
		2,256.70	208.55	(1,738.04)		(2,048.15)			78.21	78.21	0.00
Plant and Equipment (at written down value)											

Investment	Purchase Date	Cost	Opening Written Down Value	Adjustments		Total Value For Depreciation ¹	Method	Rate	Calculated Depreciation ²	Posted Depreciation ³	Closing Written Down Value
				Disposals/ Decrease	Additions/ Increase						
Blinds	01/04/2021	4,106.00	3,829.80	(6,188.80)		(2,359.00)	Diminishing Value	20.00 %	(471.80)	288.80	0.00
Dishwasher - Euromaid 14PL	06/09/2021	450.00	228.51	(450.00)		(221.49)	Low Value Pool	37.50 %	(83.06)	85.69	0.00
		4,556.00	4,058.31	(6,638.80)		(2,580.49)				374.49	0.00
Plant and Equipment (at written down value) - Unitted											
Air conditioner - Rinnai Hiwall J Series											
	06/09/2021	1,700.00	1,137.93	(1,052.12)		(562.07)	Diminishing Value	20.00 %	17.17	85.81	0.00
		1,700.00	1,137.93	(1,052.12)		(562.07)				85.81	0.00
		9,943.70	6,021.78	(10,403.28)		(6,004.72)				769.89	0.00

1 Amounts have been pro rated based on number of days in the year

2 Depreciation/Capital Works calculated as per depreciation method

3 Depreciation amounts posted to the ledger

8-1

S & L Scherma Superannuation Fund General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Council Rates (41960)					
<u>2/11 Catherine Court Labrador (CATH)</u>					
14/08/2023	INTERNET TRANSFER ONLINE S7824598981 cathcratesvisa FILCO PL SUP		1,216.04	82-8.4	1,216.04 DR
08/12/2023	2305310 FILECO DAVOREN ASSOCIAT 456888 Settlement monies \$674508.64 less settlement adjustments Rates \$150.90 insurance \$481.82 add water adjustment \$86.87			150.90 13-1	1,065.14 DR
			1,216.04	150.90	1,065.14 DR
Property Expenses - Repairs Maintenance (42060)					
<u>2/11 Catherine Court Labrador (CATH)</u>					
26/07/2023	INTERNET TRANSFER INTERNET TRANSFER inv0027		417.84	9-1	417.84 DR
07/08/2023	INTERNET TRANSFER INTERNET TRANSFER QU0287SCHERMA Coastal Gutter part of \$679.25		340.00] 9-2	757.84 DR
14/08/2023	INTERNET TRANSFER ONLINE P1324180881 inv0189 inv0189 Coastal Gutter invoice \$679.25		339.25		1,097.09 DR
02/11/2023	The Blind Doctor L5098991137 0002578		110.00	9-4	1,207.09 DR
			1,207.09		1,207.09 DR
Total Debits:			2,423.13		
Total Credits:				150.90	

cityofgoldcoast.com.au/rates
(07) 5667 5995 or 1300 366 659

Notice number 2 2427074 4	Date of issue 24 July 2023
-------------------------------------	--------------------------------------

Fileco Pty Ltd
UNIT 404 / 601 Glades Dr
ROBINA QLD 4226

Current rating period:
1 July 2023 to 31 December 2023
\$1,207.23
(see back for payment options)

Due date for payment:
24 August 2023

Total amount payable after due date:
\$1,293.79
(interest penalty applies after due date)

8.2

UNIT 2, 11 Catherine Court, LABRADOR QLD 4215
Lot 2 SP117573
(Payments received after 6 July 2023 may not be included on this notice)

State Government and associated charges <i>(see rate assessment page for details)</i>	\$122.70
Council rates and charges <i>(see rate assessment page for details)</i>	\$1,171.09
Less 10% Council discount on GENERAL RATE if full payment received by the due date	\$86.56CR
Amount payable if paid by: 24 August 2023	\$1,207.23

To view your rating category statement and other rate notice inserts online, visit cityofgoldcoast.com.au/inserts

To make a **voluntary** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY® details on the reverse.

12/16.04

In Person / Mail Payment Advice

Name: Fileco Pty Ltd
Ref: 2 2427074 4

*419 224270744

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billers Code: 575217
Ref: 2 2427074 4



Post Billpay

Date: / /

Cash

Cheques (see reverse)

Total Amount Payable
If paid by: **24 August 2023**

\$1,207.23

Total Amount Payable
If paid after: **24 August 2023**

\$1,293.79

Teller stamp and initials

No. of Cheques

For Credit
Gold Coast City Council

Tran Code: 831 User ID: 066684 Customer Reference No.: 000002242707444

\$

8-2

CHARGES CONSOLIDATED ON RATE NOTICE
UNIT 2, 11 Catherine Court, LABRADOR QLD 4215
Lot 2 SP117573

DETAILS OF STATE GOVERNMENT AND ASSOCIATED CHARGES

VOLUNTEER FIRE BRIGADE	
Volunteer Fire Brigade Separate Charge	\$1.00
EMERGENCY MANAGEMENT	
RESIDENTIAL UNIT that is a lot 1 @ \$121.70	\$121.70
TOTAL OF STATE GOVERNMENT AND ASSOCIATED CHARGES	<u>\$122.70</u>

DETAILS OF COUNCIL RATES AND CHARGES

OPEN SPACE INCLUDING KOALA HABITAT	
Open Space including Koala Habitat, Maintenance and Enhancement Separate Charge	\$29.25
WASTE MANAGEMENT	
PART A - Waste Management Utility Charge (General)	\$161.42
PART B - Waste Management Utility Charge (State Waste Levy Cost Component)*	\$0.00
RECYCLING	
Recycling Utility Charge	\$5.30
GENERAL RATE	
CATEGORY 2T - Residential 2 \$181,666 AV @ \$0.00343727 (minimum amount applied)	\$865.62
RECREATIONAL SPACE	
Recreational Space Separate Charge	\$14.50
CITY TRANSPORT	
City Transport Improvement Separate Charge	\$95.00
TOTAL OF COUNCIL RATES AND CHARGES	<u>\$1,171.09</u>

For licensed rental properties, full payment of the general rate levied on this rate notice is deemed to be a renewal of rental property licence under Local Law No.16 (Licensing) for the current rating period.

* Council, as the operator of a levyable waste disposal site, is liable to pay a monthly waste levy to the State under the *Waste Reduction and Recycling Act 2011*. For the financial year 2023/2024, the State has paid Council, as a local government affected by the waste levy, an annual payment in the amount of \$23,734,964, in one instalment on 24th June 2022. The purpose of the payment is to mitigate any direct impacts of the waste levy on households in Council's local government area. This payment, in conjunction with Council waste diversion and recycling initiatives, results in your waste management Part B charge as seen above of \$0.00.

2 2427074 4
Fileco Pty Ltd

Optional: Annual Rate Payment

for Period 1 July 2023 to 30 June 2024

OPENING BALANCE OF YOUR RATE ACCOUNT	RATES BILLED FOR THIS JULY TO DECEMBER	RATES BILLABLE FOR NEXT JANUARY TO JUNE	REDUCTIONS TO CHARGES (FOR 12 MTHS)	DISCOUNT AVAILABLE	ANNUAL AMOUNT PAYABLE BY 24 August 2023
\$0.00	\$1,293.79	\$1,293.79	\$0.00	\$173.12CR	\$2,414.46



← [Back](#)

You paid **\$1,216.04**

14 Aug 2023 (AEST/AEDT)

From	Description
Card ending 7354	GOLD COAST CITY COUNCI NERANG

To	Transaction type
Gold Coast City Council (Nerang Service Centre)	Credit Card Purchase

Status
Posted



Category
Bills

Merchant details

 **Gold Coast City Council (Nerang Service Centre)**
Local

 [\(07\) 5582 8211](tel:(07)55828211)  [Website](#)  [Email](#)



 833 Southport Nerang Rd, Nerang QLD 4211, Australia 

ABN

Blue Dingo Electrical
ABN. 90 660 609 067
LIC. 90055
0468 711 884
PO Box 1426
MUDGEERABA QLD 4213



Tax Invoice

INV-0027

Sam & Lola
404/601 Glades Drive
Robina
Queensland
4226
Australia

Invoice Date 17 July 2023
Due Date 24 July 2023

- Work Performed: Install dimmer and client supplied light.
- Work Performed for: Sam & Lola
- Location of work: 2/11 Catherine Court, Labrador QLD
- Name of Electrical Contractor: Blue Dingo Electrical.
- Date of Test: 19/07/2023

Description	Quantity
Light Dimmer Mech P/B	1
Clipsal Dimmer Load Correction Device 220/240V F/Clipsal 2-Wire Dimmers Phase Controlled Dimming Technology	1
Labour - Tradesman	2.5
	Subtotal 417.84
	Includes GST 37.99
	Total AUD 417.84
	Less Amount Paid 417.84
	Amount Due 0.00

Certificate of Testing, Safety and Compliance:

This certifies that the electrical installation, to the extent it is affected by the electrical work, has been tested to ensure that it is electrically safe and is in accordance with the requirements of the wiring rules and any other standard applying under the Electrical Safety Regulation 2013 to the electrical installation.

Please remit payment to the following bank account:

ACC NAME - HANNAIRE PTY LTD
BSB - 014 536
ACC - 3283 02731

9.2

Re: Invoice INV-0189 from Coastal Gutter and Roofing Services Pty Ltd for Sam and Lola Scherma

Lola Scherma <lola.scherma@gmail.com>

Sun 8/13/2023 2:47 PM

To:coastalgutterandroof@gmail.com <coastalgutterandroof@gmail.com>

Thanks John all paid

Lola and Sam scherma

Sent from my iPhone

On 13 Aug 2023, at 7:12 am, John Guest <messaging-service@post.xero.com> wrote:

Coastal Gutter and Roofing Services Pty Ltd

[View invoice](#) \$339.25 due 14 Aug
INV-0189

Hi Sam,

Here's invoice INV-0189 for AUD 679.25.

The amount outstanding of AUD 339.25 is due on 14 Aug 2023.

View your bill online:

<https://in.xero.com/PiufEq4t9DTNd8q3wryQrCmkepVmd14Vm3hxwGHf>

From your online bill you can print a PDF, export a CSV, or create a free login and view your outstanding bills.

If you have any questions, please let us know.

Thanks,
Coastal Gutter and Roofing Services Pty Ltd

$$\begin{array}{r}
 Pd \\
 \hline
 340 \\
 \hline
 \$679.25 - 340 \\
 \hline
 339.25
 \end{array}$$

9-3

RE: Quote QU-0287 from Coastal Gutter and Roofing Services Pty Ltd for Sam and Lola Scherma

lola.scherma@gmail.com <lola.scherma@gmail.com>

Mon 8/7/2023 8:17 AM

To:coastalgutterandroof@gmail.com <coastalgutterandroof@gmail.com>;Sam <sebastian.scherma@gmail.com>

Hi John, thank you for yesterday's attendance and yes we are happy to proceed and will deposit 50pc of your quote today. Can you please in the meantime let us know approximately when you can do the work so that we can let the painters know asap.

Kind regards,
Lola and Sam Scherma
2/11 Catherine Court
Labrador. 4214

Sent from Mail for Windows

From: John Guest

Sent: Monday, 7 August 2023 6:31 AM

To: lola.scherma@gmail.com

Subject: Quote QU-0287 from Coastal Gutter and Roofing Services Pty Ltd for Sam and Lola Scherma

Coastal Gutter and Roofing Services Pty Ltd

Hi Sam,

Thank you for your enquiry.

Here's quote QU-0287 for AUD 679.25.

View your quote online:

<https://in.xero.com/D61R0IUrlnhGL37O1xsn2dyMGRFWID2UZP5KbJ4X>

From your online quote you can accept, decline, comment or print.

If you have any questions, please let us know.

Thanks,
Coastal Gutter and Roofing Services Pty Ltd

Terms
Quotation is valid for 30 days.

A Deposit of 50% will be required to confirm acceptance of this quotation and balance due on completion of works.

BANK DETAILS:
Coastal Gutter and Roofing Services Pty Ltd
BSB - 084-961
ACCOUNT NUMBER - 25-407-8801
REFERENCE - QUOTE NUMBER

9-4



ABN 68 658 662 134

Tax Invoice

PO Box 445
Currumbin QLD 4223

Invoice No.: 0002578

Tel: 07 5522 0880

Date: 1/11/2023

Email: accounts@blinddoctor.com.au

Due Date: 1/12/2023

Blind Cleaning & Repairs New Blind Sales Verticals / Venetians / Hollands / Cedar / Timber Look / Romans

Owner / Property Address Details:

Owner c/-
Hillsea Property Management
2/11 Catherine Crt
Labrador

Bill To:

Hillsea Property Management Centre
PO Box 191
Runaway Bay QLD 4216

Contact: 07 55397700

PLEASE SEE NEW BANK ACCOUNT DETAILS BELOW.

Description of Work / Comments	Amount GST Incl	Tax
Adjust rotation of vertical blind to master bedroom. Check and lubricate the blind to ensure smooth operation.	\$110.00	GST
<i>Paid 2/11/23. Direct Deposit.</i>		

Note: Bedroom 1 is first on the left of the front door, then bedroom 2 etc.

TERMS AND CONDITIONS

Please note our payment terms on the top right hand side of this invoice. If you have any queries, please do not hesitate to contact us.

PAYMENT DETAILS

Direct Deposit to NAB:
BSB: 084 961
Account No: 85 163 3674
Reference: 0002578

Total Inc GST: \$110.00

GST Amount: \$10.00

Amount Applied: \$0.00

Balance Due: \$110.00

Terms and Conditions: THE BLIND DOCTOR agrees to perform all work in a thoroughly professional manner using modern techniques and equipment available. At the same time, the customer understands that certain types of stains are so deeply set that it is impossible to remove them completely. In such cases, THE BLIND DOCTOR cannot be responsible for any existing conditions that are not apparent upon initial visual inspection. All goods remain the property of The Blind Doctor until paid in full.

Customer Signature: _____ Date: / /

10.1

S & L Scherma Superannuation Fund General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Property Expenses - Water Rates (42150)					
<u>2/11 Catherine Court Labrador (CATH)</u>					
11/09/2023	INTERNET TRANSFER ONLINE K8024548300 Waterbillcathcourt FILCO PL SUP		360.65	10.2	360.65 DR
01/12/2023	INTERNET BILL PAYMNT INTERNET BPAY GCCC - WATER 824270747		371.66	10.3	732.31 DR
08/12/2023	2305310 FILECO DAVOREN ASSOCIAT 456888 Settlement monies \$674508.64 less settlement adjustments Rates \$150.90 insurance \$481.82 add water adjustment \$86.87		86.87	13.1	819.18 DR
			819.18		819.18 DR

Total Debits: 819.18

Total Credits: 0.00

GOLDCOAST.™ Water and Sewerage Rate Notice

cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659

Notice number
8 2427074 7

Date of issue
14 August 2023

FILECO PTY LTD
UNIT 404 / 601 GLADES DR
ROBINA QLD 4226

Current Billing Period:

16 May 2023 to 8 August 2023

Amount due:

\$360.65

(see back for payment options)

Due date for payment:

14 September 2023

(interest penalty applies after due date)

To make payment

cityofgoldcoast.com.au/rates

10-2

UNIT 2, 11 CATHERINE COURT, LABRADOR
L 2 SP117573

(Payments received after 6 August 2023 may not be included in this notice)

Water and sewerage charges (Includes State Bulk Water Price)	<i>(see account page for details)</i>	\$360.65
--	---------------------------------------	-----------------

Amount payable if paid by: 14 SEPTEMBER 2023	\$360.65
---	-----------------

My Account is the secure and convenient way to manage your City services online. Sign up for My Account to check your rates and water notices, view your account balances online, and change your contact details and address. Also, to make it easier to manage your payments, eligible property owners can apply for extra time to pay rates and water bills. For more information visit cityofgoldcoast.com.au/myaccount

360.65
2.63 c/c charge

363.28

CITY OF
GOLDCOAST.™

In Person / Mail Payment Advice

Name: FILECO PTY LTD
Ref: 8 2427074 7

*419 824270747

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billers Code: 868745
Ref: 8 2427074 7



Post Billpay

Date

/ /

Cash

Total amount payable
Due by: **14 September 2023**

\$360.65

Teller stamp
and initials

No. of
Cheques

Cheques (see reverse)

For Credit
Gold Coast City Council

Tran Code User ID Customer Reference No.
8 3 1 0 6 6 6 8 4 0 0 0 0 0 8 2 4 2 7 0 7 4 7 4

\$

+757+

GOLDCOAST: Water and Sewerage Rate Notice

cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659

Notice number
8 2427074 7

Date of issue
13 November 2023



041 - 16872 - 8098
FILECO PTY LTD
UNIT 404 / 601 GLADES DR
ROBINA QLD 4226

Handwritten: Paid EFT
11/2/23

Handwritten: Rec. No. M5496293836 ✓

Current Billing Period:

9 August 2023 to 6 November 2023

Amount due:
\$371.66

Handwritten: 10.3

(see back for payment options)

Due date for payment:

14 December 2023

(interest penalty applies after due date)

To make payment

cityofgoldcoast.com.au/rates

UNIT 2, 11 CATHERINE COURT, LABRADOR
L 2 SP117573

(Payments received after 5 November 2023 may not be included in this notice)

Water and sewerage charges (Includes State Bulk Water Price)	<i>(see account page for details)</i>	\$371.66
--	---------------------------------------	-----------------

Amount payable if paid by: 14 DECEMBER 2023		\$371.66
--	--	-----------------

My Account is the secure and convenient way to manage your City services online. Sign up for My Account to check your rates and water notices, view your account balances online, and change your contact details and address. Also, to make it easier to manage your payments, eligible property owners can apply for extra time to pay rates and water bills. For more information visit cityofgoldcoast.com.au/myaccount



0873160080980110

AU_1-6_2_013741 / 006871 / 008098

CITY OF GOLDCOAST

In Person / Mail Payment Advice

Name: FILECO PTY LTD
Ref: 8 2427074 7

*419 824270747

Credit



Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124



Billers Code: 868745
Ref: 8 2427074 7



Post Billpay

Date

/ /

Cash

Teller stamp
and initials

No. of
Cheques

Cheques (see reverse)

Total amount payable
Due by: **14 December 2023**

\$371.66

For Credit
Gold Coast City Council

Tran Code User ID Customer Reference No.

8 3 1 0 6 6 6 8 4 0 0 0 0 0 8 2 4 2 7 0 7 4 7 4

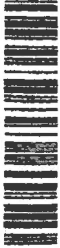
\$

+757+



NAB Business Everyday Account
 For further information call the
 Business Servicing Team on 13 10 12

11-1



#001313
S & L SCHERMA SUPERANNUATION FUND
 BELLVUE
 404
 601 GLADES DRIVE
 ROBINA QLD 4226

Account Balance Summary

Opening balance	\$9,002.61	Cr
Total credits	\$8,453.34	
Total debits	\$6,826.41	
Closing balance	\$10,629.54	Cr

Statement starts 1 July 2023
 Statement ends 29 September 2023

Outlet Details

Southport
 27 Scarborough St, Southport Qld 4215

Account Details

FILECO PTY LTD
 ATF THE S & L SCHERMA SUPERANNUATION FUND
 BUSINESS CHEQUE ACCOUNT
 BSB number 084-917
 Account number 62-727-9340

Transaction Details

Date	Particulars	Debits	Credits	Balance
1 Jul 2023	Brought forward			9,002.61 Cr
3 Jul 2023	Hillsea Re Remitter 428510.....		2,677.47	11,680.08 Cr
26 Jul 2023	Internet Transfer inv0027.....	417.84		11,262.24 Cr
1 Aug 2023	Hillsea Re Remitter 428510.....		2,158.15	13,420.39 Cr
7 Aug 2023	Internet Transfer QU0287SCHERMA... <i>Wastal Gutter</i> 340.00 ✓	340.00		13,080.39 Cr
14 Aug 2023	Online S7824598981 cathcrtratesvisa Filco PL Sup.....	1,216.04		11,525.10 Cr
	Online P1324180881 inv0189 inv0189 <i>Wastal Gutter</i> 339.25 ✓	339.25		7,375.10 Cr
25 Aug 2023	Internet Transfer 621 Scherma Cath c.....	4,150.00		9,533.25 Cr
31 Aug 2023	Hillsea Re Remitter 428510.....		2,158.15	9,169.97 Cr
11 Sep 2023	Online K8024548300 Waterbillcathcourt Filco PL Sup.....	363.28		10,629.54 Cr
29 Sep 2023	Hillsea Re Remitter 428510.....		1,459.57	

Summary of Government Charges

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

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

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

Explanatory Notes

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

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

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

27276909308 / E-1313 S-2492 L-4883



NAB Business Everyday Account
 For further information call the
 Business Servicing Team on 13 10 12

11-2



S & L SCHERMA SUPERANNUATION FUND
 BELLVUE
 404
 601 GLADES DRIVE
 ROBINA QLD 4226

Account Balance Summary

Opening balance	\$10,629.54	Cr
Total credits	\$739,703.99	
Total debits	\$11,115.90	
Closing balance	\$739,219.63	Cr

Statement starts 30 September 2023
 Statement ends 29 December 2023

Outlet Details

Southport
 27 Scarborough St, Southport Qld 4215

Account Details

FILECO PTY LTD
 ATF THE S & L SCHERMA SUPERANNUATION FUND
 BUSINESS CHEQUE ACCOUNT
 BSB number [REDACTED]
 Account number [REDACTED] 9340

Transaction Details

Date	Particulars	Debits	Credits	Balance
30 Sep 2023	Brought forward			10,629.54 Cr
26 Oct 2023	Robb family Trust S8112263281 Inv 6424	2,200.00 ✓		8,429.54 Cr
27 Oct 2023	Hillsea trust acc X6280077990 Scherma 2/11 cathe		2,399.00 ✓	
	Internet Transfer Scherma 2/11 cathe	2,399.00		
	Hillsea trust acc X6280077990 Scherma 2/11 cathe	2,399.00 ✓		6,030.54 Cr
1 Nov 2023	Hillsea Re Remitter 428510		1,191.55	7,222.09 Cr
2 Nov 2023	The Blind Doctor I5098991137 0002578	110.00 ✓		7,112.09 Cr
17 Nov 2023	Please Note From Today Your Dr Interest Rate Is 10.720%			7,112.09 Cr
1 Dec 2023	Internet Bpay Gccc - Water 824270747	371.66 ✓		6,740.43 Cr
4 Dec 2023	Internet Transfer inv 041906Scherma	3,300.00		3,440.43 Cr
5 Dec 2023	ATO006000019110162 ATO 012721		2,870.05	
	Online K1205017306 Simmons Accts Fileco Pl. Sup	336.24		
8 Dec 2023	Hillsea Real Estat Remitter 428510		58,474.73	5,974.24 Cr
	2305310 Fileco Davoren Associat 456888		674,508.64	738,957.63 Cr
21 Dec 2023	ATO002000019360030 ATO 012721		262.00	739,219.63 Cr

SALE DEPOSIT

363765076306/E-44263 S-25F14 1-31127

16-3



Internet Banking

Transaction history

Account: 0084917627279340
084-917 627279340

Date from: 2023-12-13 **Date to:** 2024-02-11

Search details:

Transaction type: All transactions

Amount from: **Amount to:**

Date	Transaction Details	Debit	Credit	Balance*
31 Jan 2024	SimmonsLivingstone N6567273801 Scherma42452 Transfer Debit	\$4,500.00	-	+\$734,721.88*
19 Jan 2024	INTERNET TRANSFER NT:CE17282668 Transfer Credit		+\$2.25	+\$739,221.88*
21 Dec 2023	ATO002000019360030 ATO S & L SCHERMA SU Inter Bank Credit		+\$262.00	+\$739,219.63*

Credit balance: +\$264.25*

Debit balance: -\$4,500.00*

\$0.00*

Net position: -\$4,235.75*

* Balances shown on this transaction history may include transactions that are not yet completed and may vary from balances shown on your account statements.

End of report

National Australia Bank Limited ABN 12 004 044 937

11-4



Internet Banking

Transaction history

Account: 0084917627279340
084-917 627279340

Date from: 2024-01-13 Date to: 2024-02-12

Search details:

Transaction type: All transactions

Amount from: Amount to:

Date	Transaction Details	Debit	Credit	Balance*
12 Feb 2024	MISCELLANEOUS DEBIT Miscellaneous Debit	-\$363,944.96	-	+\$26.92*
12 Feb 2024	MISCELLANEOUS DEBIT Miscellaneous Debit	-\$370,750.00	-	+\$363,971.88*
31 Jan 2024	SimmonsLivingstone N6567273801 Scherma42452 Transfer Debit	-\$4,500.00	-	+\$734,721.88*
19 Jan 2024	INTERNET TRANSFER NT:CE17282668 Transfer Credit	-	+\$2.25	+\$739,221.88*

Credit balance: +\$2.25*

Debit balance: -\$739,194.96*

\$0.00*

Net position: -\$739,192.71*

* Balances shown on this transaction history may include transactions that are not yet completed and may vary from balances shown on your account statements.

End of report

National Australia Bank Limited ABN 12 004 044 937

12-1

Statement

S & L SCHERMA SUPERANNUATION FUND
 404/601 GLADES DRIVE
 ROBINA QLD 4226

Statement period:
 01/07/2023 to 31/12/2023
 Statement number:
 4

YOU ASKED. WE LISTENED.

In response to feedback from clients like yourself, we've made enhancements to our mobile app and website to improve your investing experience.

To find out more, visit nabtrade.com.au/enhancements



Your accounts

Your nabtrade cash products summary	
S & L Scherma Superannuation Fund 092555 (as at 31/12/2023)	\$2.25 CR

S & L Scherma Superannuation Fund 092555

Account details	
 Billers Code : 102426 Ref : 3052305392555	Telephone & Internet Banking — BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au
BSB	083-052
Account number	305392555
Interest rate as at 31/12/2023	0.50% P.A.

Account balance summary	
Opening balance	\$166,581.97 CR
Total credits	\$2,145.05
Total debits	\$168,724.77
Closing balance	\$2.25 CR

Transaction details				
Date	Details	Debits	Credits	Balance
01/07/2023	Balance brought forward			\$166,581.97 CR
03/07/2023	nabtrade: 15803624 FUNDS TRANSFER 084917, 445997480 share transfer s and L Scherma	\$20,000.00		\$146,581.97 CR
10/07/2023	nabtrade: 15870460 FUNDS TRANSFER 670864, 21701530 sharetransfer Lola Scherma	\$20,000.00		\$126,581.97 CR

S & L Scherma Superannuation Fund (continued)

Transaction details (continued)				
Date	Details	Debits	Credits	Balance
14/07/2023	nabtrade: 15910478 FUNDS TRANSFER 084917, 445997480 SHARE TRANSFER L AND S SCHERMA	\$20,000.00		\$106,581.97 CR
31/07/2023	INTEREST			
31/07/2023	nabtrade: 16028798 FUNDS TRANSFER 670864, 21701530 Lola shares Lola Scherma	\$20,000.00	\$74.58	\$106,656.55 CR
31/07/2023	Please note from 31/07/2023 the interest rate on your account is 0.50%p.a.			\$86,656.55 CR
31/08/2023	INTEREST			
04/09/2023	nabtrade: 16233814 FUNDS TRANSFER 670864, 21701530 Share transfer Lola Scherma	\$20,000.00	\$41.27	\$86,697.82 CR
08/09/2023	nabtrade: 16260396 FUNDS TRANSFER 670864, 21701530 sharessupertnsfr Lola Scherma	\$20,000.00		\$66,697.82 CR
11/09/2023	nabtrade: 16272697 FUNDS TRANSFER 670864, 21701530 shares transfer Lola Scherma	\$20,000.00		\$46,697.82 CR
18/09/2023	nabtrade: 16318842 FUNDS TRANSFER 670864, 21701530 share transfer Lola Scherma	\$20,000.00		\$26,697.82 CR
29/09/2023	INTEREST			\$6,697.82 CR
31/10/2023	INTEREST		\$13.90	\$6,711.72 CR
17/11/2023	SELL RIO.ASX 16 AUD 126.57 135808610 NT2618029-002		\$2.88	\$6,714.60 CR
23/11/2023	nabtrade: 16892463 FUNDS TRANSFER 670864, 21701530 Share sales final Lola Scherma	\$8,724.77	\$2,010.17	\$8,724.77 CR
30/11/2023	INTEREST			\$0.00 CR
31/12/2023	Closing Balance		\$2.25	\$2.25 CR
				\$2.25 CR

Please check all entries and report apparent errors or possible unauthorised transactions immediately. NAB may subsequently adjust debits or credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes call 13 13 80. Please retain this statement for tax purposes.

S & L Scherma Superannuat... Cash Account

BSB: 088 002
Account number: 903792555

Product name:	Cash Account	Pay anyone limit:	
Total balance:	\$0.00	Daily limit:	\$20,000.00
Available balance:	\$0.00	Daily limit remaining:	\$20,000.00

12.3

[Transfer funds](#) [Set up a sweep](#) [Manage limits](#)

[Transactions](#) [Account Details](#) [Statements](#)

Transactions

[Download](#)

Filter by	Clear filters	56 results	1 2 3	Show 20	per page	
No filters applied						
Transaction	Date	Type	Description	Debit	Credit	Balance
	19/01/2024	Debit	nabtrade: 17282668 FUNDS TRA...	\$2.25		\$0.00
Transaction amount	30/11/2023	Interest	INTEREST		\$2.25	\$2.25
	23/11/2023	Debit	nabtrade: 16892463 FUNDS TRA...	\$8,724.77		\$0.00
Date	17/11/2023	Credit	SELL RIO.ASX 16 AUD 126.57 1...		\$2,010.17	\$8,724.77
7 days	31/10/2023	Interest	INTEREST		\$2.88	\$6,714.60
30 days	29/09/2023	Interest	INTEREST		\$13.90	\$6,711.72
3 months	18/09/2023	Debit	nabtrade: 16318842 FUNDS TRA...	\$20,000.00		\$6,697.82
6 months	11/09/2023	Debit	nabtrade: 16272697 FUNDS TRA...	\$20,000.00		\$26,697.82
12 months	8/09/2023	Debit	nabtrade: 16260396 FUNDS TRA...	\$20,000.00		\$46,697.82
YTD	4/09/2023	Debit	nabtrade: 16233814 FUNDS TRA...	\$20,000.00		\$66,697.82
From	31/08/2023	Interest	INTEREST		\$41.27	\$86,697.82
To	31/07/2023	InterestChange	Please note from 31/07/2023 ...			\$86,656.55
Apply	31/07/2023	Debit	nabtrade: 16028798 FUNDS TRA...	\$20,000.00		\$86,656.55
	31/07/2023	Interest	INTEREST		\$74.58	\$106,656.55
	14/07/2023	Debit	nabtrade: 15910478 FUNDS TRA...	\$20,000.00		\$106,581.97
	10/07/2023	Debit	nabtrade: 15870460 FUNDS TRA...	\$20,000.00		\$126,581.97
	3/07/2023	Debit	nabtrade: 15803624 FUNDS TRA...	\$20,000.00		\$146,581.97
	30/06/2023	Interest	INTEREST		\$84.36	\$166,581.97
	16/06/2023	InterestChange	Please note from 16/06/2023 ...			\$166,497.61
	31/05/2023	Interest	INTEREST		\$79.48	\$166,497.61
				56 results	1 2 3	Show 20 per page

Please check all entries and report apparent errors or possible unauthorised transactions immediately. NAB may subsequently adjust debits or credits, which may result in a change to your account balance to accurately reflect the obligations between us. For information on resolving problems or disputes call 13 13 80.

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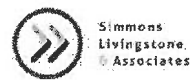
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S & L Scherma Superannuation Fund General Ledger



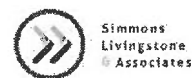
As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Real Estate Properties (Australian - Residential) (77200)					
<i>2/11 Catherine Court Labrador (CATH)</i>					
01/07/2023	Opening Balance	1.00			670,478.22 DR
25/08/2023	INTERNET TRANSFER INTERNET TRANSFER 621 Scherma Cath c- Master carft painters	0.00	4,150.00	13.44	674,628.22 DR
26/10/2023	Robb family Trust S8112263281 Inv 6424 Pressure washing driveway & pathways, garden tidy up etc ready for sale	0.00	2,200.00	13.45	676,828.22 DR
15/11/2023	Sale of property. Contract date 15/11/23. Settlement date 08/12/2023	(1.00)		166,233.04	510,595.18 DR
15/11/2023	Unrealised Gain writeback as at 15/11/2023			510,595.18	0.00 DR
22/11/2023	Revaluation - 30/06/2023 @ \$670,478.220000 (Custom Firm (Exit)) - 1.000000 Units on hand			6,350.00	6,350.00 CR
31/01/2024	Revaluation - 31/01/2024 @ \$0.000000 (Custom Fund) - 0.000000 Units on hand		6,350.00		0.00 DR
		0.00	12,700.00	683,178.22	0.00 DR

Total Debits: 12,700.00
Total Credits: 683,178.22

13-0 A

S & L Scherma Superannuation Fund
General Ledger



As at 30 June 2024

Transaction Date	Description	Units	Debit	Credit	Balance \$
Investment Movement Data Clearing Account (94910)					
<u>Investment Movement Data Clearing Account (94910)</u>					
27/10/2023	INTERNET TRANSFER INTERNET TRANSFER Scherma 211 cathe Hillsea - Advertising and photography for sale of property		2,399.00	13-4b	2,399.00 DR
15/11/2023	Sale of property. Contract date 15/11/23. Settlement date 08/12/2023		730,038.54		732,437.54 DR
08/12/2023	2305310 FILECO DAVOREN ASSOCIAT 456888 Settlement monies \$674508.64 less settlement adjustments Rates \$150.90 insurance \$481.82 add water adjustment \$86.87			673,962.79	58,474.75 DR
08/12/2023	HILLSEA REAL ESTATREMITTER 428510			58,474.75	0.00 DR
			732,437.54	732,437.54	0.00 DR

Total Debits: 732,437.54

Total Credits: 732,437.54

SETTLEMENT STATEMENT

13-1

Matter No: 2305310
Client: FILECO PTY LTD AS TRUSTEE
Re: SALE TO PORTER TWIN2 PTY LTD AS TRUSTEE
Property: 2/11 CATHERINE STREET, LABRADOR

Settlement Date: 08/12/2023
Adjustment Date: 08/12/2023
Settlement Place: PEXA
Settlement Time: 12:00 pm

	Amount (\$)
CONTRACT PRICE	750,000.00
<u>LESS DEPOSIT</u>	<u>75,000.00</u>
	675,000.00
COUNCIL RATES	
Plus Rates adjustment (for 01/07/2023 to 31/12/2023)	
<u>\$1207.23 x 23 days / 184 days</u>	<u>150.90</u> ^
	675,150.90
WATER & WASTE WATER ACCESS	
Less Water & Waste Water adjustment (for 06/11/2023 to 08/12/2023)	
<u>\$2.7147 x 32 days</u>	<u>86.87</u> ^
	675,064.03
INSURANCE	
Plus \$976.94 paid for the period 6/06/23 to 6/06/24.	
<u>Proportion being for 181 of 367 days</u>	<u>481.82</u> ^
	675,545.85
<u>BALANCE ON SETTLEMENT</u>	<u>675,545.85</u>

	Amount (\$)
CHEQUES REQUIRED	
1. PEXA	132.66
2. Davoren Associates	904.55
3. Fileco Pty Ltd ATF S & L Superannuation Fund	674,508.64
<u>TOTAL</u>	<u>675,545.85</u>

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Our Ref: 2305310 Ilse

Date: 6 December 2023

TAX INVOICE

ABN 20 649 469 250

Davoren Associates Pty Ltd
ABN: 20 649 469 250
Ground Floor, Surfers Hawaiian
1/2890 Gold Coast Highway
Surfers Paradise Qld 4217
PO Box 43
Mermaid Beach Qld 4218
Telephone: (07) 5575 2844
Facsimile: (07) 5572 8520
Email: enquiries@davoren.com.au

Fileco Pty Ltd
404/604 Glades Drive
ROBINA 4226

**RE: SALE TO PORTER TWIN2 PTY LTD
2/11 CATHERINE STREET, LABRADOR**

For direct payments - our bank details are:
Davoren Associates Trust Account
National Australia Bank, Burleigh Waters
BSB: 084-572 Account No: 20-087-2938

**When making payment,
please quote: 2305310**

Services and Disbursements		GST	
To our Professional Costs	\$750.00	\$75.00	\$825.00
Outlays			
ASIC Company search	\$23.23	\$1.32	\$24.55
Sundries incl. postage, facsimile, photocopying, telephone & petties	\$50.00	\$5.00	\$55.00
GST COMPONENT included in Amount Due and Payable		\$81.32	
AMOUNT DUE AND PAYABLE			\$904.55

With Compliments
DAVOREN ASSOCIATES
Per: Ilse

**PAYABLE WITHIN 14 DAYS
E. & O.E. CONDITION OF DELIVERY**
The above costs and disbursements may be other than we would claim on taxation and the above Tax Invoice is delivered on the express condition that if it is not paid upon request or if our costs in the matter are to be taxed at your request or otherwise either before or after payment of the above Tax Invoice or if any errors or omissions have been made by us in relation to the drawing or engrossing of the above Tax Invoice whether discovered before or after payment thereof, we shall be entitled to deliver a further detailed Tax Invoice in taxable form for, and to claim on taxation and recover, professional costs and/or disbursements exceeding or less than those referred to in the above Tax Invoice.

'Liability limited by a scheme approved under professional standards legislation'



13-3

Account of Sale

TAX INVOICE
ABN 80010667419

Hillsea Real Estate
Postal: POBox 191 Runaway Bay Q 4216
1/241 Central Street Labrador Q 4215
Labrador QLD 4215
Australia
T: 07 5539 7713
E: admin.sales@hillsea.com.au

Fileco Pty Ltd A.C.N. 055 288 134 TUI 7034 27665

For Sale of Property	Purchase price	Settlement Date	Issued 08/12/2023
Unit 2/11 Catherine Ct, Labrador QLD 4215	\$750,000.00	8 December 2023	

Summary

	Balance	Expenses	Amount	Outstanding
Held In trust				
Buyer Deposit	\$75,000.00	Title Search Fee	\$25.25	\$25.25
Seller Deposit	\$0.00	Total Expenses (Incl GST)	\$25.25	\$25.25
Total in Trust	\$75,000.00			

	Amount	Outstanding
Commission		
Sale Commission	\$16,500.00	\$16,500.00
Total Deductions (Incl GST)	\$16,500.00	\$16,500.00

Expense Summary

	Add Seller Deposit	Less Outstanding Expenses	=	Expenses Owed (Incl GST)
	\$0.00	\$25.25		\$25.25

Settlement Summary

	Buyer Deposit	Less Commission	Add Seller Deposit	=	Owed to Seller
	\$75,000.00	\$16,500.00	\$0.00		\$58,474.75



Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 15/11/2023

If no date is inserted, the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME: Hillsea Pty Ltd T/As Hillsea Real Estate

ABN: 80010667419

LICENCE NO: 1019133

ADDRESS: Corner Central Street & Olsen Avenue

SUBURB: LABRADOR

STATE: QLD POSTCODE: 4215

PHONE: 07 5591 5355

MOBILE: 0411 646 564

FAX:

EMAIL: mgrlab@hillsea.com.au

SELLER

NAME: FILECO PTY LTD A.C.N. 055 288 134
TRUSTEE UNDER INSTRUMENT 703427665

ABN:

ADDRESS: 404/ 601 GLADES DRIVE

SUBURB: ROBINA

STATE: QLD POSTCODE: 4226

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

NAME:

← or any other solicitor notified to the Buyer

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

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

13-5

BUYER

NAME:
Porter Twin2 Pty Ltd ATF Porter Twin2 Family Trust

DS
JP 

ABN:

ADDRESS 27 Cadell Drive

SUBURB: HELENSVALE

STATE QLD POSTCODE 4212

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME:
HISCOCKS LAWYERS

REF: _____ CONTACT:
Alison Hiscocks

ADDRESS Suite 201, Helensvale Professional Centre
3 Sir John Overall Drive

SUBURB: HELENSVALE STATE: QLD POSTCODE: 4212

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

PROPERTY

ADDRESS: 2/11 CATHERINE COURT

SUBURB: LABRADOR STATE: QLD POSTCODE: 4215

Description: Lot: 2 on: BUP GTP SP 117573

Scheme: DAGAN Community Titles Scheme: 26983

Title Reference: 50271013

Present Use: RESIDENTIAL

Local Government: GOLD COAST

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



Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: Hillsea Real Estate

Deposit Holder's Trust Account: Hillsea Pty Ltd t/as Hillsea Real Estate - Trust Account Sales

Bank: Macquarie Bank

BSB: 184 446 Account No: 303082226

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ 750,000

DS
JP [Signature]

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

Deposit: \$ 75,000

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

2 BUSINESS DAYS FROM CONTRACT DATE

\$ Balance Deposit (if any) payable on:

Default Interest Rate: % ← If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLET ← Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: BANK OF QLD OR ANY OTHER BANK OR FINANCIAL INSTITUTION OF THE BUYERS CHOICE

Finance Date: 15 BUSINESS DAYS FROM CONTRACT DATE

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 10 BUSINESS DAYS FROM CONTRACT DATE ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

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

Tenancies:

TENANT'S NAME:

NIL

TERM AND OPTIONS:

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

STARTING DATE OF TERM: _____ ENDING DATE OF TERM: _____ RENT: \$ _____ BOND: \$ _____

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

[Signature]

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Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

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

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

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

- Yes
- No

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (section 223(3))*

(d) Exceptions to Warranties in clause 7.4(4)*

(e) Proposed Body Corporate Resolutions (clause 8.4)*

*Include in attachment if insufficient space

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

ADDITIONAL BODY CORPORATE INFORMATION

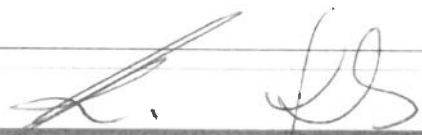
Interest Schedule Lot Entitlement of Lot:

Aggregate Interest Schedule Lot Entitlement:

Contribution Schedule Lot Entitlement of Lot:

Aggregate Contribution Schedule Lot Entitlement:

INITIALS (Note: initials not required if signed with Electronic Signatures)



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INSURANCE POLICIES

Insurer: _____ Policy No: _____

Building: _____

Public Liability: _____

Other: _____

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Lot is vacant

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

- (select whichever is applicable)*
- installed in the residence
 - not installed in the residence

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

- (select whichever is applicable)*
- installed in the residence
 - not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so 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 Land:

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

← **WARNING:** Failure to comply with section 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 the Buyer registered for GST and acquiring the Lot for a creditable purpose?

- (select whichever is applicable)*
- Yes
 - No

← **WARNING:** the Buyer warrants in clause 2.5(6) 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.

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

The REIQ Terms of Contract for Residential Lots in a Community Titles Scheme (Pages 7-16)
Fourteenth Edition Contain the Terms of this Contract.

SPECIAL CONDITIONS

SPECIAL CONDITION

The buyer acknowledges that he/she has not relied on any representation by any employee of Hillsea Real Estate in and about entering into this contract other than as set out herein.

SPECIAL CONDITION

1. Signing in counterparts and electronic exchange

a) This Contract may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document.

b) This Contract, including counterparts of it, may be exchanged electronically (email and fax).

2. Electronic Transactions (Qld) Act 2001

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

SPECIAL CONDITION

In the event that the deposit held by the Deposit Holder is not sufficient to pay the agent its commission plus any goods and services tax applicable, then the buyer and seller agree that the buyer hereby irrevocably authorised and directed to pay the balance commission plus goods and services tax applicable on behalf of the seller to the agent from the balance purchase monies on the Settlement Date. This special condition is expressed to be for the benefit of the agent in accordance with Section 55 of the Property Law Act 1974 as amended. The seller by executing this contract (as the agent's duly authorised attorney) accepts the benefit of this special condition on behalf of the agent.

SETTLEMENT

Settlement Date: 15/12/2023

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: Gold Coast

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

DocuSigned by:
Buyer: Justin Porter
EE6A93F7CFD4421

Witness:

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

Witness:

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____

Witness: _____

M. Delines

Seller: _____
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness: _____

M. Delines

(Note: No witness is required if the Seller signs using an Electronic Signature)

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

JP *MD*

**TERMS OF CONTRACT
FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME**

1. DEFINITIONS

- 1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:
- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) **"ATO"** means the Australian Taxation Office;
 - (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
 - (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
 - (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
 - (f) **"Body Corporate"** means the body corporate of the Scheme;
 - (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (h) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (i) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
 - (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (l) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive).
 - (m) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
 - (n) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
 - (o) **"Court"** includes any tribunal established under statute;
 - (p) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
 - (q) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
 - (r) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
 - (s) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
 - (t) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
 - (u) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
 - (v) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (w) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
 - (x) **"ELNO"** has the meaning in the ECNL;
 - (y) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
 - (z) **"Encumbrances"** includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
 - (aa) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
 - (bb) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
 - (cc) **"Extension Notice"** means a notice under clause 6.2(1);
 - (dd) **"Financial Institution"** means a Bank, Building Society or Credit Union;
 - (ee) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
 - (ff) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
 - (gg) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
 - (hh) **"GST"** means the goods and services tax under the *GST Act*;
 - (ii) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
 - (jj) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
 - (kk) **"Improvements"** means all 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;
 - (ll) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
 - (mm) **"Land"** means the scheme land for the Scheme;

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(nn) "Outgoings" means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) "Pool Compliance Certificate" means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);

(rr) "Property" means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) "Regulation Module" means the regulation module for the Scheme;

(tt) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;

(uu) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) "Scheme" means the community titles scheme containing the Lot;

(ww) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

(bbb) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and

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

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
- (2) it is lawful to do so;

the Deposit Holder must:

- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties; and
- (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.

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- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (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 section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before 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.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (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 number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (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 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.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

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- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and

- (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) 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.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
 - (1) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (2) the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 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).
- 4.2 The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

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5. SETTLEMENT**5.1 Time and Date**

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) 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
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

(4) 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 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

6. TIME**6.1 Time of the Essence**

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

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "Scheduled Settlement Date" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 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.

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- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event 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 6.3(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; and
 - (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;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(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); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
 - (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.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
 - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
 - (a) the Seller breaches a warranty in clause 7.4(4); or
 - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

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- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
 - (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
 - (c) there are Services which pass through the Lot that do not service the Lot and are not:
 - (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
 - (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
 - (d) there is a mistake or omission in describing the Lot or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) 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 before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 - (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
 - (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
- (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
- (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the notice or order; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so, unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.
- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
- (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
- (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
- (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
- (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
- (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
- (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

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

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
 - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement;
- (4) once to value the Property before settlement; and
- (5) once to carry out an inspection for smoke alarms installed in the Property.

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8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT**9.1 Seller and Buyer May Affirm or Terminate**

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.

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- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

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

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday

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- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) 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 before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) 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.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

12. ELECTRONIC CONTRACT AND DISCLOSURE

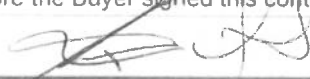
12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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



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

000030826656



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50271013

Search Date: 23/10/2023 15:45

Date Title Created: 18/06/1999

Request No: 46053451

Previous Title: 50107940

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 117573

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 26983

REGISTERED OWNER

Dealing No: 703427665 01/07/1999

FILECO PTY LTD A.C.N. 055 288 134

UNDER INSTRUMENT 703427665

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

- 1. Rights and interests reserved to the Crown by Deed of Grant No. 10356087 (POR 63)

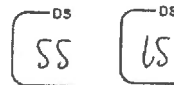
ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **





Waiver/Shortening of Cooling off Period by a Proposed Buyer

Issued pursuant to section 167 of the Property Occupations Act 2014

NOTE FOR COMPLETION

Under the *Property Occupations Act 2014* a buyer may:

1. waive their cooling off rights **before** entering into a relevant contract: or
2. shorten their cooling off rights **after** they enter into a relevant contract.

^{DS}
JP

This form should be completed and signed either before or after the relevant contract is entered into depending on whether the buyer wishes to exercise option 1 or 2 above.

A "relevant contract" is defined under section 160 of the Act.

I/We Porter Twin2 Pty Ltd ATF Porter Twin2 Family Trust

(insert name/s of proposed buyer/s)

understand that I am/ we are entitled to a 5 business day statutory cooling off period ending at 5:00 pm on the 5th business day from the day that I/we received a copy of the signed contract (or next business day), in accordance with sections 160 and 166 of the *Property Occupations Act 2014* in relation to a contract for the sale of the property located at:

^{DS}
JP

ADDRESS: 2/11 CATHERINE COURT

SUBURB: LABRADOR
("the Property")

STATE: QLD POSTCODE: 4215

I/ we wish to:

- waive my/our statutory cooling off rights.
- shorten my/our statutory cooling off rights from 5 business days to _____ business days.
(insert relevant number of days)

^{DS}
JP

I/ We agree that I have/ we have voluntarily agreed to waive or shorten my/our statutory cooling off rights.

NOTE: Buyers may wish to seek legal advice in relation to their statutory cooling off rights under the *Property Occupations Act 2014* prior to waiving or shortening these rights.

SIGNATURES

Buyer Name: Justin Andrew Porter - Director

Buyer Name: _____

Signature: _____

DocuSigned by
Justin Porter

Signature: _____

Date: _____

13 November 2023

Date: _____

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

1322



Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

BODY CORPORATE

Body Corporate for: DAGAN

Community Titles Scheme: 26983

Lot No: 2

on: BUP GTP SP 117573

ADDRESS: 11 CATHERINE COURT

SUBURB: LABRADOR

STATE: QLD POSTCODE: 4215

PRESCRIBED INFORMATION

SECRETARY OF BODY CORPORATE

NAME:

ADDRESS:

SUBURB:

PHONE: FAX:

STATE: POSTCODE:

BODY CORPORATE MANAGER

NAME:

ADDRESS:

SUBURB:

PHONE:

STATE: POSTCODE:

BODY CORPORATE COMMITTEE

← Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate?

Yes No

If there is a committee, is the Body Corporate Manager engaged to perform the functions of the Committee?

Yes No

ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:

Administrative Fund: \$ _____ each year by instalments in: advance arrears
on the _____ day of each _____

Sinking Fund: \$ _____ each year by instalments in: advance arrears
on the _____ day of each _____

Other: HALF OF ANNUAL BUILDING INSURANCE

^{DS}
JP

^{DS}
SS

^{DS}
LS

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

IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE (insert details)

BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER (insert details)

INFORMATION PRESCRIBED UNDER REGULATION MODULE (insert details)

SIGNATURES

Seller: ^{DocuSigned by:} Sebastian Scherma Date: 25 October 2023 Witness: _____ Date: _____
F3E2C9F3302E415..
DocuSigned by: _____
BA04C8D6828C4E9. Not required if this form is signed electronically

Seller: ^{DocuSigned by:} Lola Scherma Date: 25 October 2023 Witness: _____ Date: _____
BA04C8D6828C4E9. Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

BUYER'S ACKNOWLEDGMENT

The Buyer:

- (a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and
- (b) Acknowledges having received and read this statement before entering into the contract.

Buyer: ^{DocuSigned by:} Justin Porter Date: 13 November 2023 Witness: _____ Date: _____
EE6A83F7CFD4421 Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

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

SS LS JP
000030516773



Contract for Residential Lots in a Community Titles Scheme

Fourteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 15/11/2023

If no date is inserted the Contract Date is the date on which the last party signs the Contract

SELLER'S AGENT

NAME: Hillsea Pty Ltd T/As Hillsea Real Estate

ABN: 80010667419

LICENCE NO: 1019133

ADDRESS: Corner Central Street & Olsen Avenue

SUBURB: LABRADOR

STATE: QLD POSTCODE: 4215

PHONE: 07 5591 5355

MOBILE: 0411 646 564

FAX:

EMAIL: mgrlab@hillsea.com.au

SELLER

NAME: FILECO PTY LTD A.C.N. 055 288 134
TRUSTEE UNDER INSTRUMENT 703427665

ABN:

ADDRESS: 404/ 601 GLADES DRIVE

SUBURB: ROBINA

STATE: QLD POSTCODE: 4226

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

REF:

CONTACT:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

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

000030826656

13-25

BUYER

NAME
Porter Twin2 Pty Ltd ATF Porter Twin2 Family Trust

DS
JP 

ABN:

ADDRESS: 27 Cadell Drive

SUBURB: HELENSVALE

STATE: QLD POSTCODE: 4212

PHONE: MOBILE: FAX: EMAIL:

NAME

ABN:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (If applicable)

NAME:

ABN:

LICENCE NO:

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME
HISCOCKS LAWYERS

REF: CONTACT:
Alison Hiscocks

ADDRESS: Suite 201, Helensvale Professional Centre
3 Sir John Overall Drive

SUBURB: HELENSVALE STATE: QLD POSTCODE: 4212

PHONE: MOBILE: FAX: EMAIL:

PROPERTY

ADDRESS: 2/11 CATHERINE COURT

SUBURB: LABRADOR

STATE: QLD POSTCODE: 4215

Description: Lot: 2 on: BUP GTP SP 117573

Scheme: DAGAN Community Titles Scheme: 26983

Title Reference: 50271013

Present Use: RESIDENTIAL

Local Government: GOLD COAST



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

000030826656

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder:

Hillsea Real Estate

Deposit Holder's Trust Account:

Hillsea Pty Ltd t/as Hillsea Real Estate - Trust Account Sales

Bank:

Macquarie Bank

BSB: 184 446

Account No: 303082226

Cyber Warning

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. Before you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

Purchase Price: \$ 750,000

DS
JP

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

Deposit: \$ 75,000

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

2 BUSINESS DAYS FROM CONTRACT DATE

\$

Balance Deposit (if any) payable on:

Default Interest Rate:

%

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

FINANCE

Finance Amount: \$ SUFFICIENT TO COMPLET

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

Financier:

BANK OF QLD OR ANY OTHER BANK OR FINANCIAL INSTITUTION OF THE BUYERS CHOICE

Finance Date:

15 BUSINESS DAYS FROM CONTRACT DATE

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 10 BUSINESS DAYS FROM CONTRACT DATE

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

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances?

No

Yes, listed below:

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

Tenancies:

TENANT'S NAME:

NIL

TERM AND OPTIONS:

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

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

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

000030826556

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Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

PHONE:

MOBILE:

FAX:

EMAIL:

STATE:

POSTCODE:

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

← **WARNING TO SELLER:** Under clause 5.3(1)(e) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract.

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

- Yes
- No

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

The Seller gives notice to the Buyer of the following matters:

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (section 223(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (section 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (section 223(3))*

(d) Exceptions to Warranties in clause 7.4(4)*

(e) Proposed Body Corporate Resolutions (clause 8.4)*

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Seller should consider whether to carry out an inspection of the Body Corporate records to complete this section.

*Include in attachment if insufficient space

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot:

Aggregate Interest Schedule Lot Entitlement:

Contribution Schedule Lot Entitlement of Lot:

Aggregate Contribution Schedule Lot Entitlement:

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

INSURANCE POLICIES

Insurer: _____ Policy No: _____

Building: _____

Public Liability: _____

Other: _____

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Lot is vacant

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

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

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

(select whichever is applicable)

- installed in the residence
- not installed in the residence

← **WARNING:** Under clause 7.8 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so 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 Land:

(select whichever is applicable)

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

← **WARNING:** Failure to comply with section 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 the Buyer registered for GST and acquiring the Lot for a creditable purpose?

(select whichever is applicable)

- Yes
- No

← **WARNING:** the Buyer warrants in clause 2.5(6) 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.

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

13-29

The REIQ Terms of Contract for Residential Lots in a Community Titles Scheme (Pages 7-16)
Fourteenth Edition Contain the Terms of this Contract.

SPECIAL CONDITIONS

SPECIAL CONDITION

The buyer acknowledges that he/she has not relied on any representation by any employee of Hillsea Real Estate in and about entering into this contract other than as set out herein.

SPECIAL CONDITION

1. Signing in counterparts and electronic exchange

a) This Contract may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document.

b) This Contract, including counterparts of it, may be exchanged electronically (email and fax).

2. Electronic Transactions (Qld) Act 2001

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

SPECIAL CONDITION

In the event that the deposit held by the Deposit Holder is not sufficient to pay the agent its commission plus any goods and services tax applicable, then the buyer and seller agree that the buyer hereby irrevocably authorised and directed to pay the balance commission plus goods and services tax applicable on behalf of the seller to the agent from the balance purchase monies on the Settlement Date. This special condition is expressed to be for the benefit of the agent in accordance with Section 55 of the Property Law Act 1974 as amended. The seller by executing this contract (as the agent's duty authorised attorney) accepts the benefit of this special condition on behalf of the agent.

SETTLEMENT

Settlement Date: 15/12/2023

← or any later date for settlement in accordance with clauses 6.2, 6.3, 10.5, 11.4 or any other provision of this Contract.

WARNING: The Settlement Date as stated may change. Read clauses 6.2, 6.3, 10.5 and 11.4. If you require settlement on a particular date, seek legal advice prior to signing.

Place for Settlement: Gold Coast

← If Brisbane is inserted, or this is not completed, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

DocuSigned by:
Buyer: Justin Porter
EE8A837CFD4421

Witness:

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

Witness:

(Note: No witness is required if the Buyer signs using an Electronic Signature)

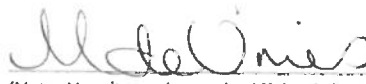
Seller: 

Witness:



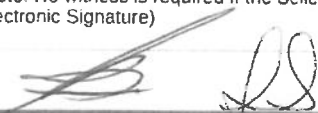
Seller:
By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

Witness:



(Note: No witness is required if the Seller signs using an Electronic Signature)

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



000030826656

**TERMS OF CONTRACT
FOR RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME**

1. DEFINITIONS

- 1.1 In this contract, terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them and unless the context otherwise requires:
- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) **"ATO"** means the Australian Taxation Office;
 - (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
 - (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
 - (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959 (Cth)*.
 - (f) **"Body Corporate"** means the body corporate of the Scheme;
 - (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (h) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (i) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
 - (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (l) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive).
 - (m) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
 - (n) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
 - (o) **"Court"** includes any tribunal established under statute;
 - (p) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
 - (q) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*;
 - (r) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
 - (s) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
 - (t) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
 - (u) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
 - (v) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (w) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
 - (x) **"ELNO"** has the meaning in the ECNL;
 - (y) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
 - (z) **"Encumbrances"** includes:
 - (i) unregistered encumbrances
 - (ii) statutory encumbrances; and
 - (iii) Security Interests.
 - (aa) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (e), 5.5 and 6.1;
 but nothing in this definition precludes a Court from finding other terms to be essential;
 - (bb) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
 - (cc) **"Extension Notice"** means a notice under clause 6.2(1);
 - (dd) **"Financial Institution"** means a Bank, Building Society or Credit Union;
 - (ee) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
 - (ff) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
 - (gg) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
 - (hh) **"GST"** means the goods and services tax under the *GST Act*;
 - (ii) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes other GST related legislation;
 - (jj) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
 - (kk) **"Improvements"** means all 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;
 - (ll) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
 - (mm) **"Land"** means the scheme land for the Scheme;

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(nn) "Outgoings" means:

- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
- (ii) Body Corporate Levies.

(oo) "Pest Inspector" means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;

(pp) "Pool Compliance Certificate" means:

- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
- (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
- (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;

(qq) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009 (Cth)*;

(rr) "Property" means:

- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the Improvements;
- (iv) the Included Chattels;

(ss) "Regulation Module" means the regulation module for the Scheme;

(tt) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;

(uu) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;

(vv) "Scheme" means the community titles scheme containing the Lot;

(ww) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;

(xx) "Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;

(yy) "Smoke Alarm Requirement Provision" has the meaning in section 104RA of the *Fire and Emergency Services Act 1990*;

(zz) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.

(aaa) "Transfer Documents" means:

- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;

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

1.2 Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this contract unless the context indicates otherwise.

2. PURCHASE PRICE**2.1 GST**

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.2(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.2(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.2(4)(a) is given to the Buyer then clause 2.2(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

If:

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

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.

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- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.5:
 - (a) includes a cheque drawn by a Building Society or Credit Union on itself;
 - (b) does not include a cheque drawn by a Building Society or Credit Union on a Bank;
 and the Seller is not obliged to accept a cheque referred to in clause 2.5(2)(b) on the Settlement Date.
- (3) If both the following apply:
 - (a) the sale is not an excluded transaction under section 14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under section 14-235 of the Withholding Law which remains current at the Settlement Date varying the CGT Withholding Amount to nil,

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (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 section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before 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.

- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (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 number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (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 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.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with this clause 2.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and

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- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Seller irrevocably directs the Buyer to draw a bank cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Seller irrevocably directs the Buyer to draw a bank cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement.
- (16) 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.
- (17) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
- 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
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3. FINANCE

- 3.1 This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- 3.2 The Buyer must give notice to the Seller that:
- approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - the finance condition has been either satisfied or waived by the Buyer.
- 3.3 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 3.2 by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 3.4 The Seller's right under clause 3.3 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 3.2.

4. BUILDING AND PEST INSPECTION REPORTS

- 4.1 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).
- 4.2 The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.

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5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur:
 - (a) between 9am and 4pm AEST on the Settlement Date; and
 - (b) subject to clause 5.1(2), in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (2) If the Seller has not nominated an office under clause 5.1(1)(b) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 61(2)(c) of the *Property Law Act 1974* applies.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) 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
 - (e) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has done this before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract.
- (2) If the Keys are not required to be delivered at settlement under clause 5.3(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- (1) covenants by the tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
- (3) manufacturers' warranties regarding the Included Chattels;

(4) 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 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.6(2) or 5.6(3).

6. TIME

6.1 Time of the Essence

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

6.2 Extension of Settlement Date

- (1) Either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.
- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) by agreement of the parties; or
 - (b) under clause 6.3 or 11.4,
 but excludes any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Delay Event

- (1) This clause 6.3 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.

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- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event 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 6.3(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; and
 - (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;
 - (c) that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.3:
 - (a) "**Affected Party**" means a party referred to in clause 6.3(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); or
 - (iv) compliance with any lawful direction or order by a Government Agency; or
 - (v) if clause 2.5 applies, the computer system operated by the ATO for the GST Withholding notifications referred to in clause 2.5(5)(c) is inoperative;
 - (c) "**Government Agency**" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
 - (d) "**Settlement Obligations**" means, in the case of the Buyer, its obligations under clauses 2.5(1), 2.5(5)(b) and (c) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) - (e) and 5.5;
 - (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.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (1) the *Body Corporate and Community Management Act 1997* and the by-Laws of the Body Corporate; and
- (2) any reservations or conditions on the title or the original Deed of Grant.

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller's warranties in clauses 7.4(2), 7.4(3) and 7.4(4) apply except to the extent disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in writing before the Buyer signed this contract.
- (2) The Seller warrants that at the Contract Date:
 - (a) there is no outstanding notice under section 246AG, 247 or 248 of the *Building Act 1975* or section 167 or 168 of the *Planning Act 2016* that affects the Property;
 - (b) the Seller has not received any communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(2)(a) or a notice or order referred to in clause 7.6(1);
 - (c) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (d) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Land;
 - (e) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (3) The Seller warrants that at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (4) The Seller warrants that at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
 - (d) the Additional Body Corporate Information is correct (if completed).
- (5) If the Seller breaches a warranty in clause 7.4(2) or 7.4(3), the Buyer may terminate this contract by notice to the Seller given before settlement.
- (6) If:
 - (a) the Seller breaches a warranty in clause 7.4(4); or
 - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (7) Clauses 7.4(5) and 7.4(6) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

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- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
 (2) If:
 (a) there is an error in the boundaries or area of the Lot;
 (b) there is an encroachment by structures onto or from the Lot that is not protected by statutory easement under Part 6A of the *Land Title Act 1994*; or
 (c) there are Services which pass through the Lot that do not service the Lot and are not:
 (i) protected by any Encumbrance disclosed to the Buyer in this contract; or
 (ii) protected by the statutory easements under Part 6A of the *Land Title Act 1994*; or
 (d) there is a mistake or omission in describing the Lot or the Seller's title to it,

which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.

- (3) If a matter referred to in clause 7.5(2) is:
 (a) immaterial; or
 (b) 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 before settlement.

- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property must be fully complied with:
 (a) if issued before the Contract Date: by the Seller before the Settlement Date, unless clause 7.6(4) applies; or
 (b) if issued on or after the Contract Date: by the Buyer unless clause 7.6(3) applies.
 (2) If the Seller fails to comply with clause 7.6(1)(a), the Buyer is entitled to claim the reasonable cost of complying with the notice or order from the Seller after settlement as a debt.
 (3) If any notice or order referred to in clause 7.6(1)(b) is required to be complied with before the Settlement Date:
 (a) the Seller must comply with the notice or order; and
 (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,

unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the notice or order.

- (4) The Buyer must comply with any notice or order referred to in clause 7.6(1) which is disclosed by the Seller to the Buyer:
 (a) in this contract; or
 (b) in writing before the Buyer signed this contract.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 (a) the Present Use is not lawful under the relevant town planning scheme;
 (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;

- (c) access to the Land or the Lot, passes unlawfully through other land;
 (d) any Services to the Land or the Lot which pass through other land are not protected by a registered easement, building management statement or statutory authority (including statutory easements under Part 6A of the *Land Title Act 1994*);
 (e) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
 (i) there is a charge against the Lot under s104 of the *Foreign Acquisitions and Takeovers Act 1975*,

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

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
 (3) The Seller authorises the Buyer to:
 (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
 (2) If the Seller fails to comply with clause 7.8(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyer's only remedy for non-compliance with clause 7.8(1).

7.9 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;
 (2) for inspections under clause 4;
 (3) once to inspect the Property before settlement;
 (4) once to value the Property before settlement; and
 (5) once to carry out an inspection for smoke alarms installed in the Property.

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

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.
- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a Body Corporate of a higher scheme.
- (3) In clause 8.4(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

8.5 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.6 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT**9.1 Seller and Buyer May Affirm or Terminate**

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis and the cost of any Work or Expenditure under clause 7.6(3).

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.

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

- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

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

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (3) If clause 11 applies and the Settlement Date falls on a day on which both the Sydney and Melbourne offices of the Reserve Bank of Australia are closed, the Settlement Date will be taken to be the next Business Day.

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

(6) Calculating Time

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday

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

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: If the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

Clause 11:

- (a) applies if the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer is a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies;
- (b) continues to apply even if section 5(2)(a)(ii) of the *Land Title Regulation 2022* applies; and
- (c) overrides any other provision of this contract to the extent of any inconsistency.

11.2 Nomination of ELNO System and Completion of Electronic Workspace

- (1) The Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 10.4(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System.
- (2) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (3) If the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST.
- (4) If any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (5) 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 before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11.2(5)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(1)(b), 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e), (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d) and (e) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(c) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) 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.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

If settlement fails and cannot occur by 4pm AEST on the Settlement Date because a computer system operated by the Land Registry, Queensland Revenue Office, Reserve Bank, a Financial Institution or the relevant ELNO System is inoperative or unavailable, neither party is in default and the Settlement Date is deemed to be the next Business Day. Time remains of the essence.

11.5 Costs

Each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement.

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

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



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50271013	Search Date:	23/10/2023 15 45
Date Title Created:	18/06/1999	Request No:	46053451
Previous Title:	50107940		

ESTATE AND LAND

Estate in Fee Simple

LOT 2 SURVEY PLAN 117573
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 26983

REGISTERED OWNER

Dealing No: 703427665 01/07/1999
FILECO PTY LTD A.C.N. 055 288 134 TRUSTEE
UNDER INSTRUMENT 703427665

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by Deed of Grant No. 10356087 (POR 63)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **

DS SS DS LS



Waiver/Shortening of Cooling off Period by a Proposed Buyer

Issued pursuant to section 167 of the Property Occupations Act 2014

NOTE FOR COMPLETION

Under the *Property Occupations Act 2014* a buyer may:

1. waive their cooling off rights **before** entering into a relevant contract: or
2. shorten their cooling off rights **after** they enter into a relevant contract.

DS
JP

This form should be completed and signed either before or after the relevant contract is entered into depending on whether the buyer wishes to exercise option 1 or 2 above.

A "relevant contract" is defined under section 160 of the Act.

I/We Porter Twin2 Pty Ltd ATF Porter Twin2 Family Trust

(insert name/s of proposed buyer/s)

understand that I am/ we are entitled to a 5 business day statutory cooling off period ending at 5:00 pm on the 5th business day from the day that I/we received a copy of the signed contract (or next business day), in accordance with sections 160 and 166 of the *Property Occupations Act 2014* in relation to a contract for the sale of the property located at:

DS
JP

ADDRESS: 2/11 CATHERINE COURT

SUBURB: LABRADOR
("the Property")

STATE: QLD POSTCODE: 4215

I/ we wish to:

- waive my/our statutory cooling off rights.
- shorten my/our statutory cooling off rights from 5 business days to _____ business days.
(insert relevant number of days)

DS
JP

I/ We agree that I have/ we have voluntarily agreed to waive or shorten my/our statutory cooling off rights.

NOTE: Buyers may wish to seek legal advice in relation to their statutory cooling off rights under the *Property Occupations Act 2014* prior to waiving or shortening these rights.

SIGNATURES

Buyer Name: Justin Andrew Porter - Director

Buyer Name: _____

Signature: _____

DocuSigned by
Justin Porter

Signature: _____

Date: _____

EEBA527CFD442L
13 November 2023

Date: _____

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

000030826698

13-42



Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

BODY CORPORATE

Body Corporate for: DAGAN Community Titles Scheme: 26983
 Lot No: 2 on: BUP GTP SP 117573
 ADDRESS: 11 CATHERINE COURT
 SUBURB: LABRADOR STATE: QLD POSTCODE: 4215

PRESCRIBED INFORMATION

SECRETARY OF BODY CORPORATE

NAME: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____ FAX: _____

BODY CORPORATE MANAGER

NAME: _____
 ADDRESS: _____
 SUBURB: _____ STATE: _____ POSTCODE: _____
 PHONE: _____

BODY CORPORATE COMMITTEE

← Do not complete if there is no Committee for the Body Corporate

Is there a Committee for the Body Corporate? Yes No
 If there is a committee, is the Body Corporate Manager engaged to perform the functions of the Committee? Yes No

ANNUAL CONTRIBUTIONS AND LEVIES

Amount of annual contributions currently fixed by the Body Corporate as payable by the owner of the lot:

Administrative Fund: \$ _____ each year by instalments in: advance arrears
 on the _____ day of each _____

Sinking Fund: \$ _____ each year by instalments in: advance arrears
 on the _____ day of each _____

Other: HALF OF ANNUAL BUILDING INSURANCE

DS JP DS SS DS LS

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

000030516773

13-43

IMPROVEMENTS ON COMMON PROPERTY FOR WHICH BUYER WILL BE RESPONSIBLE (insert details)

BODY CORPORATE ASSETS REQUIRED TO BE RECORDED ON REGISTER (insert details)

INFORMATION PRESCRIBED UNDER REGULATION MODULE (insert details)

SIGNATURES

Seller: ^{DocuSigned by:} Sebastian Scherma Date: 25 October 2023 Witness: _____ Date: _____
F3E2C9F3302E415...
Not required if this form is signed electronically

Seller: ^{DocuSigned by:} Lola Scherma Date: 25 October 2023 Witness: _____ Date: _____
BA04C8D8828C4E9...
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Seller: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

BUYER'S ACKNOWLEDGMENT

The Buyer:

- (a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and
- (b) Acknowledges having received and read this statement before entering into the contract.

Buyer: ^{DocuSigned by:} Justin Porter Date: 13 November 2023 Witness: _____ Date: _____
EE6A83F7CFD4421...
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

Buyer: _____ Date: _____ Witness: _____
Not required if this form is signed electronically

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

SS LS JP
000030516773

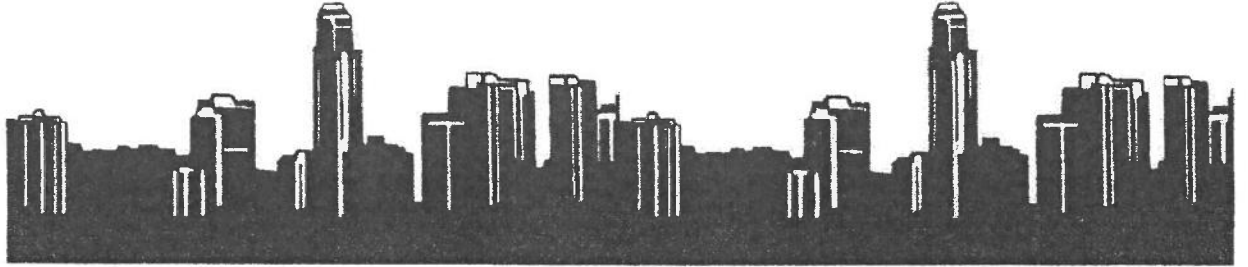
13-44

TAX INVOICE No: 921

Master Craft Painters

ABN 40299258620

LIC: NO 055360



Email: kimfalk@mastercraftpainters.com.au

Mob: 0415 763 807

HILLSEA LABRADOR

25.08.2023

ATTN: ANNE MAREE PM2

2/11 CATHERINE CRT

LABRADOR QLD

PAINTING ACCOUNT: OWNERS S+L SCHERMA

EXTERIOR REPAINT AS QUOTED

Paint & Labour TOTAL \$ 4,150 -

13-45

Sebastian S
2/11 Catherine Ct
LABRADOR QLD 4215
AUSTRALIA

Invoice Number
INV-6424

ABN
87 495 081 844

I/A
Thirsty Worx Tree &
Property Maintenance Pty
Ltd
14 Isetta Ct
UPPER COOMERA QLD
4209
AUSTRALIA
0432 248 005

Description	Quantity	Unit Price	GST	Amount AUD
Pressure wash to all pathways and driveway	1.00	2,000.00	10%	2,000.00
Removal of all the hedges and tidy up of the rest of the gardens and palms				
Replanting of the front garden and mulching				
Levelling of the front yard and re seeded				
			Subtotal	2,000.00
			TOTAL GST 10%	200.00
			TOTAL AUD	2,200.00

Due Date: 20 Oct 2023

The Trustee for the Robb Family Trust

Direct Deposit details:

ANZ

BSB - 014596

Acc - 228760444

13-46

number, please go to our website for our phone number.



Account of Sale

TAX INVOICE
ABN 80010667419

Hillsea Real Estate
Postal: POBox 191 Runaway Bay Q 4216
1/241 Central Street Labrador Q 4215
Labrador QLD 4215
Australia
T: 07 5539 7713
E: admin.sales@hillsea.com.au

Fileco Pty Ltd A.C.N. 055 288 134 TUI 703427665

For Sale of Property
Unit 2/11 Catherine Ct, Labrador QLD 4215

Issued 25/10/2023

Summary

Held in trust	Balance	Expenses	Amount	Outstanding
Buyer Deposit	\$0.00	Premier Advertising realestate.com.au 2.11 Catherine Court Labrador	\$2,059.00	\$2,059.00
Seller Deposit	\$0.00			
Total In Trust	\$0.00	Drone Photography/ Photography 2.11 Catherine Court, Labrador	\$340.00	\$340.00
		Total Expenses (Incl GST)	\$2,399.00	\$2,399.00

Expense Summary

Add Seller Deposit	\$0.00	Less Outstanding Expenses	\$2,399.00	=	Expenses Owed (Incl GST)	\$2,399.00
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Settlement Summary

Buyer Deposit	\$0.00	Less Commission	\$0.00	Add Seller Deposit	\$0.00	Less Outstanding Expenses	\$2,399.00	=	Amount Owing (Incl GST)	\$2,399.00
---------------	--------	-----------------	--------	--------------------	--------	---------------------------	------------	---	-------------------------	------------

BSS 184 446
ACCOUNT 3030 82226

\$ 2399.00.

~~010667419~~

YOUR REF.
SURNAME + 2/11 CATHERINE COURT
LABRADOR.

HILLSEA TRUST
ACC.

Paid
27/10/23.
Direct Deposit





14-1

Activity statement 001

Date generated	17 January 2024
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

2 results found - from 17 January 2022 to 17 January 2024 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
11 Apr 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22		\$0.00	\$0.00
15 Feb 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21		\$0.00	\$0.00



14-2

Income tax 551

Date generated	17 January 2024
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

7 results found - from 17 January 2022 to 17 January 2024 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
30 Nov 2023	5 Dec 2023	EFT refund for Income Tax for the period from 01 Jul 22 to 30 Jun 23	\$2,870.05		\$0.00
30 Nov 2023	30 Nov 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 22 to 30 Jun 23		\$2,870.05	\$2,870.05 CR
9 Feb 2023	14 Feb 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$1,197.05		\$0.00
9 Feb 2023	9 Feb 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22		\$1,197.05	\$1,197.05 CR
10 May 2022	13 May 2022	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$347.00		\$0.00
7 Apr 2022	6 Apr 2022	Payment received		\$467.35	\$347.00 CR
29 Mar 2022	16 May 2022	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 20 to 30 Jun 21	\$120.35		\$120.35 DR

Leeza Cox

From: BGL <noreply@bglcorp.com.au>
Sent: Tuesday, 13 February 2024 3:17 PM
Subject: S & L Scherma Superannuation Fund - SuperStream rollover is processed successfully



 **SimpleFund360**
SuperStream
Update



Dear Sir / Madam,

We are pleased to advise that a SuperStream rollover request has been processed for S & L Scherma Superannuation Fund on 12/02/2024.

The associated payment should have been made to the nominated bank account with a Payment Reference Number of 313662677080212002.

If you are the fund's trustee and the fund is managed by an administrator, please contact your administrator/accountant.

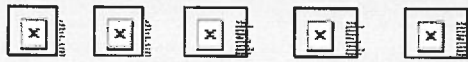
If you have any questions, please reach out to the BGL Team at 1300 654 401 or log a support ticket through Simple Fund 360.

Regards,

The BGL Team

Leeza Cox

From: BGL <noreply@bglcorp.com.au>
Sent: Tuesday, 13 February 2024 3:17 PM
Subject: S & L Scherma Superannuation Fund - SuperStream rollover is processed successfully



 SimpleFund360
**SuperStream
Update**



Dear Sir / Madam,

We are pleased to advise that a SuperStream rollover request has been processed for S & L Scherma Superannuation Fund on 12/02/2024.

The associated payment should have been made to the nominated bank account with a Payment Reference Number of 313662677080212001.

If you are the fund's trustee and the fund is managed by an administrator, please contact your administrator/accountant.

If you have any questions, please reach out to the BGL Team at 1300 654 401 or log a support ticket through Simple Fund 360.

Regards,

The BGL Team



Australian Government
Australian Taxation Office

Agent SIMMONS LIVINGSTONE AND
ASSOCIATES PTY
Client SCHERMA, SEBASTIAN
ABN 28 697 255 916

Practice mail

Message has been sent

ATO receipt ID

5010101712096

The receipt number will need to be quoted to the ATO if you are enquiring about a message.



Super transfer balance account report

Who should complete this report?

Super providers and life insurance companies should complete this report when:

- there is a transfer balance account reporting requirement
- further information is required to calculate a member's total super balance
- further information is required to determine a member's concessional contributions amount
- incorrect information has previously been reported to us.

The obligation to report is on:

- the trustee of the fund for a super fund, including self-managed super funds (SMSFs) or an approved deposit fund (ADF)
- the retirement savings account (RSA) provider for an RSA
- a director of the life insurance company for a life insurance company.

Instructions

Follow the Super transfer balance account report instructions for assistance when completing this report.

You must complete and lodge separate reports for each member. If you have more than four events to report for a member you must lodge separate reports. However, if you are reporting a child death benefit income stream or a child reversionary income stream you can only report one event per report.

To cancel or update information already reported to us, you must cancel the original report. Ensure the "Yes" box in Section B is clearly marked and lodge the report exactly the same as the original event. A new report can then be lodged with the correct information.

Completing this report

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

S	M	I	T	H	S	T				
---	---	---	---	---	---	---	--	--	--	--

- Place in ALL applicable boxes.



Section A: Member details

1 Tax file number (TFN)

! You don't have to provide the TFN to us. However, if you do, it will help us identify the member correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy

2 Name

Title: Mr Mrs Miss Ms Other

Family name

First given name

3 Date of birth / /

4 Current residential address

/

Suburb/town State/territory Postcode

Country if other than Australia

Section B: Cancellation

5 Are you cancelling a previous transfer balance account event?

No Yes

Complete this report exactly the same as the original event. If you previously reported multiple events you only need to include details of the event/s you wish to cancel. Refer to the instructions for more information on how to cancel a previous report.

Section C: Fund/Supplier/Provider details

! If you are an SMSF trustee completing this report for a member of your SMSF you may leave questions 6 and 7 blank.

6 Intermediary/Supplier name

S I M M O N S L I V I N G S T O N E & A S S O C I A T E S

7 Australian business number (ABN) 4 5 1 6 3 8 7 1 9 5 8

Your contact details are required in case we need to speak to you about details supplied on this report. Provide your contact details in Section G.

8 Fund/Provider name

S & L S C H E R M A S U P E R A N N U A T I O N F U N D

9 Fund/Provider ABN 3 1 3 6 6 2 6 7 7 0 8

10 Fund/Provider TFN 9 5 4 8 4 8 0 5

! You don't have to provide the TFN to us. However, if you do, it will help us identify the fund/provider correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy

Section D-1: Event one

1 Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a second event in Section D-2.

11 Is the first event:

A response to a commutation authority Go to question 12.

An income stream that commenced prior to 1 July 2017 Go to question 13.

An income stream that commenced on or after 1 July 2017 Go to question 13.

A limited recourse borrowing arrangement repayment Go to question 13.

A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

1 A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

Commutation authority – commuted in full

Commutation authority – commuted in part

Commutation authority – deceased

Commutation authority – defined benefit

Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

1 If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

Super income stream

Reversionary income stream

LRBA repayment

1 If you select one of the below events you can only report one event in this report. Refer to the instructions for more information.

Child death benefit income stream

Child reversionary income stream

Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

1 If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

Member commutation

Income stream stops being in retirement phase

Structured settlement – post 1 July 2017

Go to Event details on the next page.

Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

❗ Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

❗ Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

❗ You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 **Effective date** / /

18 **Value** \$.

19 **If you are responding to a commutation authority, was the commutation paid directly to the member?** (ie, paid out of the super system)

❗ Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-1: Member account details

❗ Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

S C H S E B 0 0 0 0 4 P

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank

S C H E S E B A 0 0 0 1

Section D-2: Event two

1 Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a third event in Section D-3.

11 Is the second event:

A response to a commutation authority Go to question 12.

An income stream that commenced prior to 1 July 2017 Go to question 13.

An income stream that commenced on or after 1 July 2017 Go to question 13.

A limited recourse borrowing arrangement repayment Go to question 13.

A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

1 A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

Commutation authority – commuted in full

Commutation authority – commuted in part

Commutation authority – deceased

Commutation authority – defined benefit

➤ Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

1 If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

Super income stream

Reversionary income stream

LRBA repayment

➤ Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

1 If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

Member commutation

Income stream stops being in retirement phase

Structured settlement – post 1 July 2017

➤ Go to Event details on the next page.



Other information



15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

! Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

! Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

! You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 **Effective date** / /
Day Month Year

18 **Value** \$, , .

19 **If you are responding to a commutation authority, was the commutation paid directly to the member?** (ie, paid out of the super system)

! Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-2: Member account details

! Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank



Section D-3: Event three

! Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a fourth event in Section D-4.

11 Is the third event:

- A response to a commutation authority Go to question 12.
- An income stream that commenced prior to 1 July 2017 Go to question 13.
- An income stream that commenced on or after 1 July 2017 Go to question 13.
- A limited recourse borrowing arrangement repayment Go to question 13.
- A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

! A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

- Commutation authority – commuted in full
- Commutation authority – commuted in part
- Commutation authority – deceased
- Commutation authority – defined benefit

> Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

! If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

- Super income stream
- Reversionary income stream
- LRBA repayment

> Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

! If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

- Member commutation
- Income stream stops being in retirement phase
- Structured settlement – post 1 July 2017

> Go to Event details on the next page.

Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

ⓘ Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

ⓘ Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

ⓘ You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 Effective date / /

Day Month Year

18 Value \$.

19 If you are responding to a commutation authority, was the commutation paid directly to the member? (ie, paid out of the super system)

ⓘ Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-3: Member account details

ⓘ Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank

Section D-4: Event four

ⓘ Refer to the instructions for more information on how to complete this section. Only report one event in this section.

11 Is the fourth event:

- A response to a commutation authority Go to question 12.
- An income stream that commenced prior to 1 July 2017 Go to question 13.
- An income stream that commenced on or after 1 July 2017 Go to question 13.
- A limited recourse borrowing arrangement repayment Go to question 13.
- A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

ⓘ A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

- Commutation authority – commuted in full
- Commutation authority – commuted in part
- Commutation authority – deceased
- Commutation authority – defined benefit

➤ Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

ⓘ If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

- Super income stream
- Reversionary income stream
- LRBA repayment

➤ Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

ⓘ If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

- Member commutation
- Income stream stops being in retirement phase
- Structured settlement – post 1 July 2017

➤ Go to Event details on the next page.

Section F: Third party details

! You only need to complete Section F if the *Reporting event type* is **Child death benefit income stream** or **Child reversionary income stream**. Otherwise leave Section F blank. You must complete this section with the deceased person's details.

25 Tax file number (TFN)

! You don't have to provide the TFN to us. However, if you do, it will help us identify the third party correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy

26 Name

Family name

First given name

Other given names

27 Date of birth / /

Day

Month

Year

Practice mail

Message has been sent

ATO receipt ID

5010101711519

The receipt number will need to be quoted to the ATO if you are enquiring about a message.



Super transfer balance account report

Who should complete this report?

Super providers and life insurance companies should complete this report when:

- there is a transfer balance account reporting requirement
- further information is required to calculate a member's total super balance
- further information is required to determine a member's concessional contributions amount
- incorrect information has previously been reported to us.

The obligation to report is on:

- the trustee of the fund for a super fund, including self-managed super funds (SMSFs) or an approved deposit fund (ADF)
- the retirement savings account (RSA) provider for an RSA
- a director of the life insurance company for a life insurance company.

Instructions

Follow the Super transfer balance account report instructions for assistance when completing this report.

You must complete and lodge separate reports for each member. If you have more than four events to report for a member you must lodge separate reports. However, if you are reporting a child death benefit income stream or a child reversionary income stream you can only report one event per report.

To cancel or update information already reported to us, you must cancel the original report. Ensure the "Yes" box in Section B is clearly marked and lodge the report exactly the same as the original event. A new report can then be lodged with the correct information.

Completing this report

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

S	M	I	T	H		S	T				
---	---	---	---	---	--	---	---	--	--	--	--

- Place in ALL applicable boxes.



Section A: Member details

1 Tax file number (TFN)

i You don't have to provide the TFN to us. However, if you do, it will help us identify the member correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy

2 Name

Title: Mr Mrs Miss Ms Other

Family name

First given name

Other given names

3 Date of birth / /

4 Current residential address

/

Suburb/town

State/territory

Postcode

Country if other than Australia



Section B: Cancellation

5 Are you cancelling a previous transfer balance account event?

No Yes

Complete this report exactly the same as the original event. If you previously reported multiple events you only need to include details of the event/s you wish to cancel. Refer to the instructions for more information on how to cancel a previous report.

Section C: Fund/Supplier/Provider details

i If you are an SMSF trustee completing this report for a member of your SMSF you may leave questions 6 and 7 blank.

6 Intermediary/Supplier name

S I M M O N S L I V I N G S T O N E & A S S O C I A T E S

7 Australian business number (ABN) 4 5 1 6 3 8 7 1 9 5 8

Your contact details are required in case we need to speak to you about details supplied on this report. Provide your contact details in Section G.

8 Fund/Provider name

S & L S C H E R M A S U P E R A N N U A T I O N F U N D

9 Fund/Provider ABN 3 1 3 6 6 2 6 7 7 0 8

10 Fund/Provider TFN 9 5 4 8 4 8 0 5

i You don't have to provide the TFN to us. However, if you do, it will help us identify the fund/provider correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy



Section D-1: Event one

! Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a second event in Section D-2.

11 Is the first event:

- A response to a commutation authority Go to question 12.
- An income stream that commenced prior to 1 July 2017 Go to question 13.
- An income stream that commenced on or after 1 July 2017 Go to question 13.
- A limited recourse borrowing arrangement repayment Go to question 13.
- A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

! A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

- Commutation authority – commuted in full
- Commutation authority – commuted in part
- Commutation authority – deceased
- Commutation authority – defined benefit

> Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

! If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

- Super income stream
- Reversionary income stream
- LRBA repayment

! If you select one of the below events you can only report one event in this report. Refer to the instructions for more information.

- Child death benefit income stream
- Child reversionary income stream

> Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

! If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

- Member commutation
- Income stream stops being in retirement phase
- Structured settlement – post 1 July 2017

> Go to Event details on the next page.



Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

❗ Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

❗ Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

❗ You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 Effective date / /

18 Value \$.

19 If you are responding to a commutation authority, was the commutation paid directly to the member? (ie, paid out of the super system)

❗ Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-1: Member account details

❗ Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank

Section D-2: Event two

Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a third event in Section D-3.

11 Is the second event:

- A response to a commutation authority Go to question 12.
- An income stream that commenced prior to 1 July 2017 Go to question 13.
- An income stream that commenced on or after 1 July 2017 Go to question 13.
- A limited recourse borrowing arrangement repayment Go to question 13.
- A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

- Commutation authority – commuted in full
- Commutation authority – commuted in part
- Commutation authority – deceased
- Commutation authority – defined benefit

Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

- Super income stream
- Reversionary income stream
- LRBA repayment

Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

- Member commutation
- Income stream stops being in retirement phase
- Structured settlement – post 1 July 2017

Go to Event details on the next page.

Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

❗ Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

❗ Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

❗ You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 Effective date Day / Month / Year

18 Value \$, .

19 If you are responding to a commutation authority, was the commutation paid directly to the member? (ie, paid out of the super system)

❗ Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-2: Member account details

❗ Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank



Section D-3: Event three

i Refer to the instructions for more information on how to complete this section. Only report one event in this section. You can report a fourth event in Section D-4.

11 Is the third event:

A response to a commutation authority Go to question 12.

An income stream that commenced prior to 1 July 2017 Go to question 13.

An income stream that commenced on or after 1 July 2017 Go to question 13.

A limited recourse borrowing arrangement repayment Go to question 13.

A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

i A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

Commutation authority – commuted in full

Commutation authority – commuted in part

Commutation authority – deceased

Commutation authority – defined benefit

> Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

i If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

Super income stream

Reversionary income stream

LRBA repayment

> Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

i If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

Member commutation

Income stream stops being in retirement phase

Structured settlement – post 1 July 2017

> Go to Event details on the next page.

Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

ⓘ Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

ⓘ Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017–18 financial year onwards)

Event details

ⓘ You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 Effective date / /

18 Value \$.

19 If you are responding to a commutation authority, was the commutation paid directly to the member? (ie, paid out of the super system)

ⓘ Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.
If unknown leave this question blank.

No Yes

Section E-3: Member account details

ⓘ Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank



Section D-4: Event four

i Refer to the instructions for more information on how to complete this section. Only report one event in this section.

11 Is the fourth event:

A response to a commutation authority Go to question 12.

An income stream that commenced prior to 1 July 2017 Go to question 13.

An income stream that commenced on or after 1 July 2017 Go to question 13.

A limited recourse borrowing arrangement repayment Go to question 13.

A different transfer balance cap event Go to question 14.

Additional information to calculate a member's total super balance or concessional contributions – Go to questions 15 and 16.

Transfer balance cap event

12 Commutation authority

An event that occurred in response to a commutation authority issued by the ATO.

i A commutation authority is a notice the Commissioner issues to a super income stream provider requiring the provider to commute an amount out of a specified super income stream.

Event type:

Commutation authority – commuted in full

Commutation authority – commuted in part

Commutation authority – deceased

Commutation authority – defined benefit

> Go to Event details on the next page.

13 Pre-existing or new income stream event or a limited recourse borrowing arrangement (LRBA) repayment

A transfer balance cap event in relation to an income stream in existence just before 1 July 2017; a new income stream that commenced on or after 1 July 2017; or an LRBA repayment.

i If you select either **child death benefit income stream** or **child reversionary income stream** you must complete Section F and you can only report one event on this report.

Event type:

Super income stream

Reversionary income stream

LRBA repayment

> Go to Event details on the next page.

14 Other transfer balance cap event

Any other transfer balance cap event.

i If your member has voluntarily requested that you commute an amount, select **Member commutation** event type. Do not use this event type if you are responding to a commutation authority from the ATO.

Event type:

Member commutation

Income stream stops being in retirement phase

Structured settlement – post 1 July 2017

> Go to Event details on the next page.

Other information

15 Total super balance

Complete this question to provide information regarding the total super balance of a member. Refer to ato.gov.au/totalsuperbalance for more information on Total super balance.

- Do not use these event types if you are reporting about your member's transfer balance cap. Retirement phase value is used to calculate your member's total super balance and is only required from 30 June 2018.

Event type:

Accumulation phase value Retirement phase value (30 June 2018 only)

16 Concessional contributions

Information regarding the notional taxed contributions of a member.

- Only use this event type if you are reporting information for your member's notional taxed contributions.

Event type:

Uncapped notional taxed contributions (from 2017-18 financial year onwards)

Event details

- You must complete Q17 and Q18 for each event reported with the exception of Commutation authority (deceased) and commutation authority – defined benefit. Refer to the instructions for more information on how to complete this section.

17 Effective date / /

18 Value \$

19 If you are responding to a commutation authority, was the commutation paid directly to the member? (ie, paid out of the super system)

- Only complete this question if the *Reporting event type* is **Commutation authority – commuted in full** or **Commutation authority – commuted in part**.

If unknown leave this question blank.

No Yes

Section E-4: Member account details

- Only certain event types require you to answer question 20. Refer to the instructions for more information on how to complete this question.

20 Member account type

Account-based income stream

Capped defined benefit income stream just before 1 July 2017

Market-linked capped defined benefit income stream just before 1 July 2017

Capped defined benefit income stream on or after 1 July 2017

21 Is the account closed?

No Yes

22 Unique superannuation identifier (USI)

If you don't have a USI leave this question blank

23 Member account number

24 Member client identifier (number)

If you don't have a member client identifier leave this question blank



Section F: Third party details

! You only need to complete Section F if the *Reporting event type* is **Child death benefit income stream** or **Child reversionary income stream**. Otherwise leave Section F blank. You must complete this section with the deceased person's details.

25 Tax file number (TFN)

! You don't have to provide the TFN to us. However, if you do, it will help us identify the third party correctly and process your report quickly. For more information on privacy, refer to ato.gov.au/privacy

26 Name

Family name

First given name

Other given names

27 Date of birth ^{Day} / ^{Month} / ^{Year}

Section G: Declarations

Complete the declaration that applies to you. Print your full name then sign and date the declaration.

! Before you sign the declaration, check that you have provided true and correct information. Penalties may be imposed for giving false or misleading information.

Trustee, director or authorised officer declaration

Complete this declaration if you are the trustee, director or authorised officer of the super provider.
I declare that the information contained in the statement is true and correct.

Name

[Empty grid for name entry]

Business hours phone number (include area code) [Empty grid for phone number entry]

Trustee, director or authorised officer signature

[Empty box for signature]

Date / /

OR

Authorised representative declaration

Complete this declaration if you are an authorised representative of the super provider or life insurance company.
I declare that:

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

Name

L E E Z A C O X [Empty grid for name entry]

Business hours phone number (include area code) 0 7 5 5 6 1 8 8 0 0 [Empty grid for phone number entry]

Authorised representative signature

Leya Cox [Handwritten signature in box]

Date / /

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- Tax Agent Portal
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PENRITH NSW 2740