

17 August 2023

JEM Property Investments Pty Ltd  
27a Helen Street  
Cooktown QLD 4895

Dear Janelle,

RE: 60a Mentone Road, Hayborough SA 5211

Thank you for your invitation to appraise your property and provide you with an appraisal as to what your property may be worth in today's market.

We have based this appraisal on current market conditions as well our extensive knowledge of the property market in the local area.

Agents Estimate: \$495,000

Should you have any questions relating to the information contained with this document please feel free to contact me on the details below.

Thank you again for the opportunity to access your property and for considering the services of our office. I look forward to working with you soon.

Kind Regards,

Nathan Fry  
Director / Sales

m) 0438 867 017

e) [nathan.fry@raywhite.com](mailto:nathan.fry@raywhite.com)

POSTED

Ray White Goolwa  
1 Cadell Street  
Goolwa SA 5214  
08 8555 2626

Ray White Victor Harbor  
73 Ocean Street  
Victor Harbor SA 5211  
08 8552 1944

Winning Edge Sales Pty Ltd  
Trading as Ray White Goolwa / Victor Harbor  
ABN 75 635 639 146  
RLA 298107

[raywhitegoolwa.com](http://raywhitegoolwa.com)



# Comparative Market Analysis

60A MENTONE ROAD, HAYBOROUGH, SA 5211

Prepared by Nathan Fry | Ray White Goolwa / Victor Harbor



View it online

# Table of contents



## **Cover Letter**

An introduction to your agent



## **Property details**

A snapshot of key details about your property



## **Statistics**

Your property's sales, rental and price history



## **Sold comparables**

Demand and performance of sold properties similar to yours



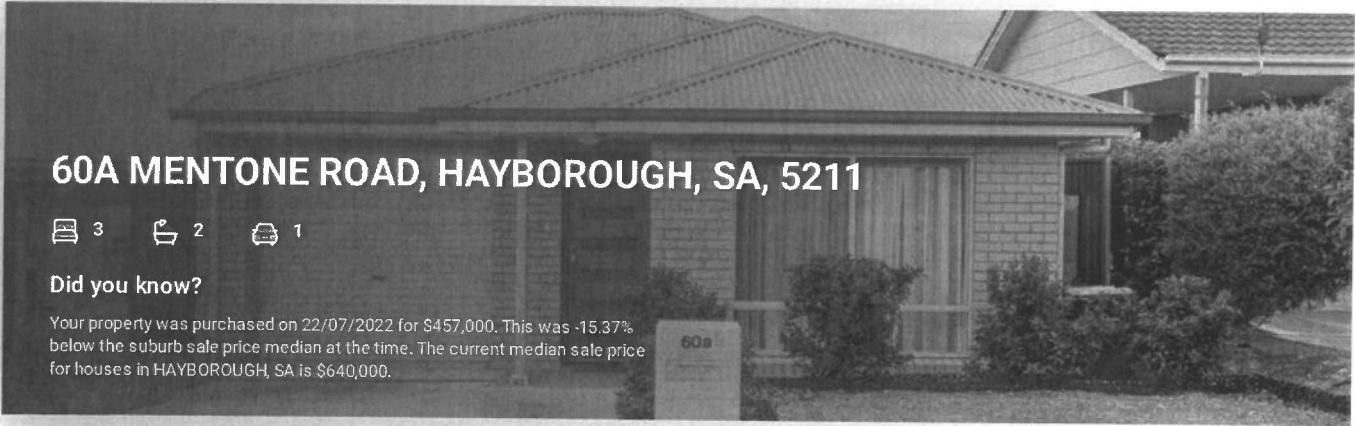
## **For sale comparables**

Demand and performance of for sale properties similar to yours



## **Appraisal price**

Your property's estimated value in the current market



# 60A MENTONE ROAD, HAYBOROUGH, SA, 5211

🏠 3 🚗 2 🚲 1

### Did you know?

Your property was purchased on 22/07/2022 for \$457,000. This was -15.37% below the suburb sale price median at the time. The current median sale price for houses in HAYBOROUGH, SA is \$640,000.

### Owner details

Ownership information buyers will need to know

Owner name(s)	Owner type
THE PROPRIETORS;	Owner

### Property details

Specific details that are key to your property's valuation

<b>RPD</b> F4//C26152	<b>Land use</b> HOUSE
<b>Property type</b> House	<b>Area \$/m<sup>2</sup></b> 1,523
<b>Area</b> 300m <sup>2</sup>	<b>Council</b> CITY OF VICTOR HARBOR

**Features**  
Air Conditioned, Built In Robes, Close to Schools, Close to Transport

### School catchment areas

Local school catchments are a key factor in the property decision-making process for parents, and can even push up sales and rental prices.

<b>Victor Harbor High School</b>	4.1km away
<div style="display: flex; gap: 5px;"> <div style="background-color: #ccc; padding: 2px 5px;">U, 7, 12</div> <div style="background-color: #ccc; padding: 2px 5px;">CoEd</div> <div style="background-color: #ccc; padding: 2px 5px;">Secondary</div> </div>	

## Zoning

Local zoning laws regulate a property's use and are an important consideration for buyers, whether they're looking to invest or live in the property.

PLAN	ZONING
C26152	Suburban Neighbourhood



## Sales history

Your property's sales history can help demonstrate its future potential value to buyers.

SALE DATE	SALES AMOUNT	AREA	SALE TYPE
22/07/2022	\$457,000	300m <sup>2</sup>	Normal Sale
18/11/2019	\$325,000	300m <sup>2</sup>	Normal Sale
06/06/2018	\$72,000	300m <sup>2</sup>	Normal Sale

## Land valuation history

How your land value has appreciated over time.

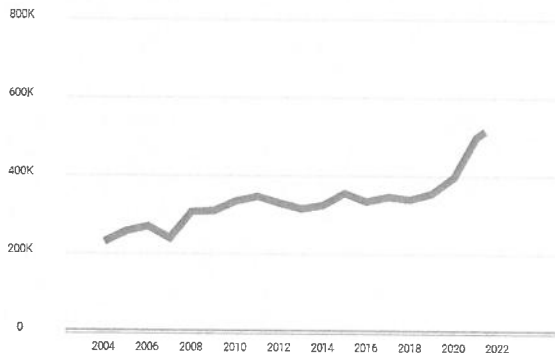
VALUATION TYPE	DATE	VALUATION AMOUNT
Substantive Capital	01/01/2022	\$305,000
Substantive Site	01/01/2022	\$109,000
Substantive Capital	01/01/2019	\$220,000
Substantive Site	01/01/2019	\$80,000
Substantive Capital	01/01/2017	\$89,000

# Statistics

Get a well-rounded view of the important data that contributes to the value of your home.

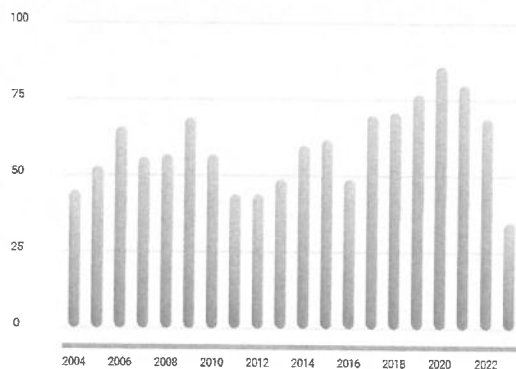
## Median sale price

Median sale price is a better measure than average price, because it eliminates unusually high or low sales prices, and gives a more accurate midpoint



## Number of sales

See how property sales in your area have trended over the years



## Sales & growth

A look at sales and growth trends for properties like yours

YEAR	NO. OF SALES	GROWTH	MEDIAN	AVERAGE	HIGH	LOW
2023	35	+18.5%	\$640,000	\$707,885	\$2,415,000	\$190,000
2022	69	+8.2%	\$540,000	\$602,422	\$2,000,000	\$290,000
2021	80	+25.8%	\$499,250	\$558,293	\$1,780,000	\$198,667
2020	86	+11.7%	\$397,000	\$462,283	\$1,400,000	\$192,500
2019	77	+4.6%	\$355,500	\$430,916	\$1,475,000	\$170,000
2018	71	-1.9%	\$340,000	\$421,230	\$1,700,000	\$165,000
2017	70	+3.4%	\$346,500	\$488,771	\$1,640,000	\$180,000
2016	49	-5.8%	\$335,000	\$387,765	\$1,460,000	\$170,000
2015	62	+9.5%	\$355,750	\$414,379	\$1,500,000	\$169,000
2014	60	+2.8%	\$325,000	\$362,091	\$1,050,000	\$110,000
2013	49	-4.5%	\$316,000	\$377,765	\$1,300,000	\$70,000
2012	44	-4.7%	\$331,000	\$403,191	\$1,725,000	\$165,000
2011	44	+3.7%	\$347,500	\$403,977	\$1,305,000	\$175,000
2010	57	+8.1%	\$335,000	\$404,429	\$1,680,000	\$185,500
2009	69	+0.6%	\$310,000	\$370,554	\$1,300,000	\$150,000
2008	57	+28.3%	\$308,000	\$336,581	\$900,000	\$175,000
2007	56	-11.1%	\$240,000	\$257,609	\$480,000	\$173,000
2006	66	+5.1%	\$270,000	\$328,712	\$1,425,000	\$130,000
2005	53	+11.7%	\$257,000	\$277,382	\$605,000	\$165,000
2004	45	-	\$230,000	\$264,017	\$1,200,000	\$68,995

# Statistics

Get a well-rounded view of the important data that contributes to the value of your home.

## Suburb sale price growth

See how sales prices are growing in your suburb

**+4.00%**

Based on 60 registered house sales compared over the last 12 month periods

# Sold comparables

## 4 properties

There are 4 sold properties selected within the radius of m from the focus property. The lowest sold price is \$490,000 and the highest sold price is \$550,000 with a median sold price of \$510,000.



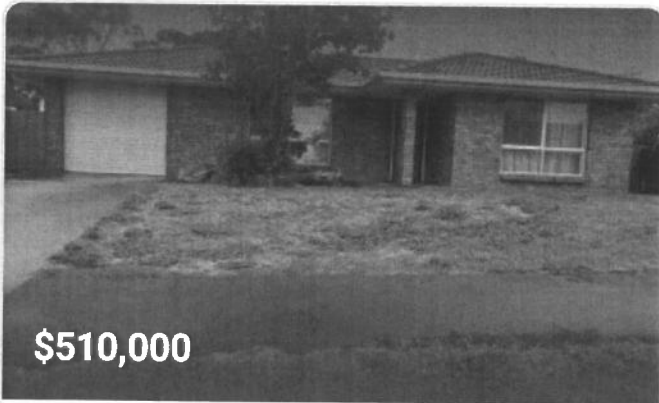


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# Sold comparables

## 4 properties

There are 4 sold properties selected within the radius of m from the focus property. The lowest sold price is \$490,000 and the highest sold price is \$550,000 with a median sold price of \$510,000.



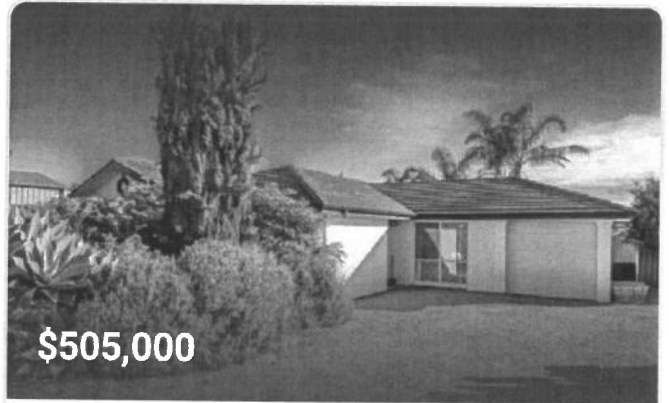
**\$510,000**

91 SUTHERLAND AVENUE,  
HAYBOROUGH, SA, 5211



🏠 3 🚗 2 🚗 1 • 📏 576m<sup>2</sup> 🏠 House

SALE PRICE	SALE DATE
\$510,000	14/07/2023
FIRST LIST PRICE	FINAL LIST PRICE
N/A	N/A
DAYS TO SELL	% PRICE CHANGE
N/A	N/A



**\$505,000**

34 TOLMER COURT,  
HAYBOROUGH, SA, 5211



🏠 3 🚗 1 🚗 1 • 📏 607m<sup>2</sup> 🏠 House

SALE PRICE	SALE DATE
\$505,000	28/06/2023
FIRST LIST PRICE	FINAL LIST PRICE
\$450,000 to \$485,000	\$450,000 to \$485,000
DAYS TO SELL	% PRICE CHANGE
40	N/A



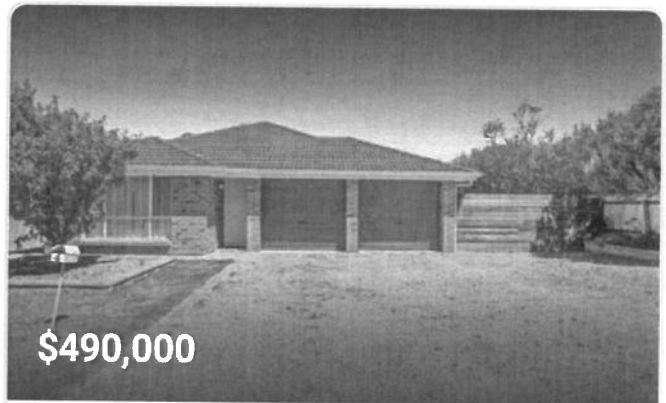
**\$550,000**

7/294-302 PORT ELLIOT ROAD,  
HAYBOROUGH, SA, 5211



🏠 3 🚗 2 🚗 2 • 📏 171m<sup>2</sup> 🏠 House

SALE PRICE	SALE DATE
\$550,000	05/05/2023
FIRST LIST PRICE	FINAL LIST PRICE
\$550,000	\$550,000
DAYS TO SELL	% PRICE CHANGE
128	N/A



**\$490,000**

4 SORRENTO PARADE,  
HAYBOROUGH, SA, 5211



🏠 3 🚗 2 🚗 2 • 📏 752m<sup>2</sup> 🏠 House

SALE PRICE	SALE DATE
\$490,000	08/02/2023
FIRST LIST PRICE	FINAL LIST PRICE
N/A	N/A
DAYS TO SELL	% PRICE CHANGE
N/A	N/A

# For sale comparables

## 2 properties

There are 2 properties selected within the radius of m from the focus property. The lowest price is **\$545,000** and the highest price is **\$550,000** with a median price of **\$550,000**. Days listed ranges from 93 to 141 days with the average currently at **117** days for these selected properties.



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# For sale comparables

## 2 properties

There are 2 properties selected within the radius of m from the focus property. The lowest price is **\$545,000** and the highest price is **\$550,000** with a median price of **\$550,000**. Days listed ranges from 93 to 141 days with the average currently at **117** days for these selected properties.



**\$550,000 to \$570,000**

**11 DRUMMOND CIRCUIT,  
HAYBOROUGH, SA, 5211**



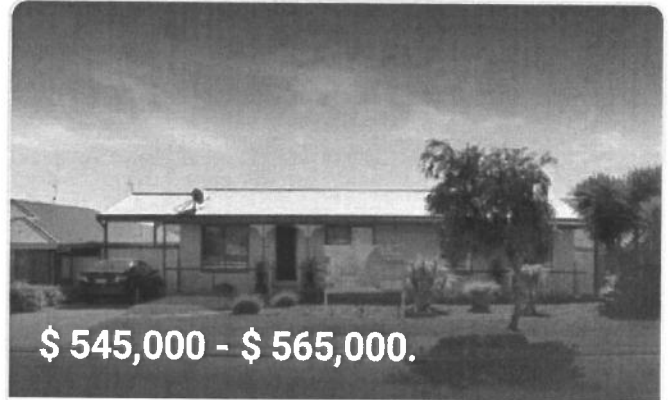
**3 2 4 • 550m<sup>2</sup> House**

**LIST PRICE  
\$550,000 to \$570,000**

**LIST DATE  
29/03/2023**

**DAYS ON MARKET  
141**

**% PRICE CHANGE  
N/A**



**\$ 545,000 - \$ 565,000.**

**30 KAURNA AVENUE,  
HAYBOROUGH, SA, 5211**



**4 2 3 • 629m<sup>2</sup> House**

**LIST PRICE  
\$ 545,000 - \$ 565,000.**

**LIST DATE  
17/05/2023**

**DAYS ON MARKET  
93**

**% PRICE CHANGE  
-5.2%**

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## 60A MENTONE ROAD, HAYBOROUGH, SA 5211



**Nathan Fry | Ray White  
Goolwa / Victor Harbor**

If you want to know more or have any questions,  
don't hesitate to get in touch. Hope to speak to  
you soon.

**+61 438 867 017**  
**nathan.fry@raywhite.com**



View it online

REAL PROPERTY ACT, 1986



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



## Certificate of Title - Volume 6060 Folio 817

Parent Title(s) CT 6040/385  
Creating Dealing(s) ACT 11386510  
Title Issued 09/07/2010 Edition 4 Edition Issued 28/07/2022  
Diagram Reference

### Estate Type

FEE SIMPLE

### Registered Proprietor

JEM PROPERTY INVESTMENTS PTY. LTD. (ACN: 659 944 840)  
OF 27A HELEN STREET COOKTOWN QLD 4895

### Description of Land

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

### Easements

NIL

### Schedule of Dealings

Dealing Number	Description
13839740	MORTGAGE TO FIRST MORTGAGE CO. HOME LOANS PTY. LTD. (ACN: 104 268 448)

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
04/05/2010	11386511	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL

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**JEM Super Fund**  
**General Ledger**



As at 30 June 2023

Transaction Date	Description	Units	Debit	Credit	Balance \$
<b>Real Estate Properties ( Australian - Residential) (77200)</b>					
<u>60A Mentone Road, Hayborough SA, Australia (60aMentone)</u>					
01/07/2022	Opening Balance	1.00			20,450.00 DR
14/07/2022	TRANSACT FUNDS TFR TO AJDBELL TD - Invoice for reviewing docs & witnessing	0.00	132.00	17-14	20,582.00 DR
19/07/2022	TRANSACT FUNDS TFR TO CARDALL CONVEYANCE TD	0.00	100,000.00	17-15	120,582.00 DR
21/07/2022	SAME DAY WITHDRAWAL RW	0.00	123,941.81	17-17	244,523.81 DR
22/07/2022	Funds available from Firstmac per settlement statement	0.00	242,228.12	17-17	486,751.93 DR
22/07/2022	Settlement adjustments	0.00		231.53	486,520.40 DR
28/07/2022	Cardall Conveyan surplus sett funds 50	0.00		4,148.96	482,371.44 DR
30/06/2023	Revaluation - 30/06/2023 @ \$495,000.000000 (Net Asset Value) - 1.000000 Units on hand		12,628.56		495,000.00 DR
		<b>1.00</b>	<b>478,930.49</b>	<b>4,380.49</b>	<b>495,000.00 DR</b>

17-16 \$2000 D  
 17-18 \$450  
 ↑

**Total Debits: 478,930.49**  
**Total Credits: 4,380.49**

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PO Box 901  
Sanctuary Cove QLD 4212  
Australia  
Mobile: 0439 226 520

*Liability Limited by a Scheme approved under  
Professional Standards Legislation*

First Floor, 331 Hope Island Road  
Hope Island QLD 4212  
Australia  
Email: [lexbell@ajdbell.com](mailto:lexbell@ajdbell.com)

# A.J.D. BELL LLM

## SOLICITOR

---

11 July 2022

The Manager,  
JM SMSF Ltd,  
1/27A Helen Street,  
COOKTOWN 4895

---

### TAX INVOICE

---

**Matter: Advice on Mortgage and Guarantee Documents**

---

#### TO MY PROFESSIONAL COSTS

Attending Ms Marshall, Perusing security documents,  
Advising thereon and witnessing selected documents

120. 00

GST on professional costs

12. 00

*A.J.D. Bell*

---

\$132. 00

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## Trust Account Receipt

Cardall Conveyancers

Cardall Conveyancers Trust Account

BSB: 015716 Account Number: 430303546

### Receipt No: 0001382

Date	20/07/2022
Date Received	19/07/2022
Received From	JEM Property Investments Pty Ltd
Amount	\$100,000.00
Payment Type	Bank transfer
Payment Reference	0001382

### For and on behalf of:

Client(s)	JEM Property Investments Pty Ltd
Matter Reference	1005
Matter Description	60a Mentone Road, Hayborough SA   Volume 6060 Folio 81 7
Reason	settlement funds

Made out by Belinda Cardall  
On behalf of Cardall Conveyancers

All payments are subject to bank clearance.



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22<sup>nd</sup> July 2022

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

## SETTLEMENT STATEMENT

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

**Purchase of:** 60a Mentone Road, Hayborough  
**Anticipated Settlement Date:** 22 July 2022  
**Adjustment Date:** 21 July 2022

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

GST		\$100.00	
* Disbursements Fee		\$100.00	
GST		\$10.00	
* Priority Notice Lodgement Fee		\$23.70	
GST		\$2.37	
* Asic Search		\$9.00	
GST		\$0.90	
PEXA Electronic Settlement Fee		\$123.97	
Mortgage Registration Fee		\$179.00	
Funds available from First Mac	100000		\$242,228.12
Funds Currently Held in Trust	123941.81		\$223,941.81
<b>Surplus Funds due to client</b>			<b>(\$4,148.96)</b>
* Total GST included in this Statement: \$113.27		\$482,112.50	\$482,112.50

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

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

Original 1003

### TAX INVOICE\* / STATEMENT\*

\* DELETE AS APPROPRIATE)

DATE 7/6/22

TO Janell Marshall

0437 956 334

ABN (of Recipient) \_\_\_\_\_ ORDER NO. \_\_\_\_\_

FROM A22 Building Inspections

ABN (of Supplier) 98 379 628 095

QTY	DESCRIPTION	PRICE	G.S.T.	TOTAL
1	Pre Purchase Inspection @ 60a Mentene rd, Hayborough			
		409.09	40.91	450.00

TOTAL INCLUSIVE OF G.S.T. 450.00

Total Includes G.S.T. of 409.09

# Residential Contract: Schedule



## Notice to purchaser:

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

**1. VENDOR 1:** Primary contact:   
 Legal Entity/ Full Name(s): Yvonne Janet Owen  
 ABN (if applicable):

**VENDOR 2:** Primary contact:   
 Legal Entity/ Full Name(s): Andrew Philip Owen  
 ABN (if applicable):

**VENDOR 3:** Primary contact:   
 Legal Entity/ Full Name(s):  
 ABN (if applicable):

**VENDOR 4:** Primary contact:   
 Legal Entity/ Full Name(s):  
 ABN (if applicable):

Are there additional vendors?  Yes If yes, refer to Annexure - Additional Vendors

### VENDOR PRIMARY CONTACT ADDRESS

Street 1: 60a Mentone Road  
 Street 2:  
 Suburb: Hayborough State: SA Postcode: 5211

**2. PURCHASER 1:** Primary contact:   
 Legal Entity/ Full Name(s): JEM Property Investments Pty Ltd ACN 649944840 as trustee for the JEM Bare Trust  
 ABN (if applicable): Email: jemar1411@gmail.com

**PURCHASER 2:** Primary contact:   
 Legal Entity/ Full Name(s):  
 ABN (if applicable): Email:

**PURCHASER 3:** Primary contact:   
 Legal Entity/ Full Name(s):  
 ABN (if applicable): Email:

**PURCHASER 4:** Primary contact:   
 Legal Entity/ Full Name(s):  
 ABN (if applicable): Email:

Are there additional purchasers?  Yes If yes, refer to Annexure - Additional Purchasers

### PURCHASER PRIMARY CONTACT ADDRESS

Street 1: 29a Helen Street  
 Street 2:  
 Suburb: Cooktown State: QLD Postcode: 4895

INITIALS

*Initials not required if using electronic signature*

# Residential Contract: Schedule



**3. AGENT:** Company Name/Legal Entity:

Company Representative:

Street 1:

Street 2:

Suburb:  State:  Postcode:

ABN (if applicable):  RLA No:

Telephone: W:  M:

Email:

**4. PROPERTY:** Street 1:

Street 2:

Suburb:  State:  Postcode:

Council area:

and being the \*whole/part of the land in Certificate of Title, Volume:  Folio:

being \*~~Allotment~~/Section/Unit/Lot  on \*~~Strata~~/Primary/Community/~~Deposited~~/~~Filed~~ Plan No.

in the area named  in the Hundred of

Strata/Community Manager:  T:   N/A

Other description of Property:

## 5. GST

Is the Vendor liable for GST on the Property?  Yes  No

If yes, refer to Annexure: Goods and Services Tax (GST)

Is the Agreement concerning the sale of new residential premises or potential residential land as defined in the GST Law?  Yes  No

If yes, refer to Special Condition - Sale of New Residential Premises or Potential Residential Land.

**Note:** The response to the previous question, together with the details in the Special Condition - Sale of New Residential Premises or Potential Residential Land, constitutes a Notice under Section 14-255 of the *Tax Administration Act 1953* (Cth)

*The Agent is not qualified to provide advice on GST and other taxation issues relating to the sale or purchase of the Property. The Vendor or Purchaser must obtain their own independent professional taxation advice.*

## 6. PURCHASE PRICE

The sum of:	Amount Payable for Property	<input type="text" value="\$ 457,000"/>
	GST (if applicable):	<input type="text" value="\$"/>
	Total Purchase Price:	<input type="text" value="\$ 457,000"/>

**7. DEPOSIT PAYABLE:**

immediately upon signing of this Agreement; or

on the next business day following the expiration of the cooling off period being 2 clear business days following the later date of the execution of the contract and service of the Form 1; or

on or before / / 20 ; or

secured by Guarantee (refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee); or

Other (specify)

(\* Delete as applicable)

INITIALS

*Initials not required if using electronic signature*

# Residential Contract: Schedule



### 8. SETTLEMENT DATE

On the 22nd day of July 20 22

OR

Within \_\_\_\_\_ days of the satisfaction of the Special Condition(s) (if any), whichever is the later  
Or such other date as may be agreed between the parties in writing

### 9. INCLUDED CHATTELS: Not applicable

- Built-in furniture                       Dishwasher                       Window treatments
- Fixed floor coverings                       Light fittings                       Rubbish bins

Other (specify) \_\_\_\_\_

Consumer Credit Chattels (specify) \_\_\_\_\_

### 10. EXCLUDED CHATTELS: Not Applicable Vendor's; and/or Tenant's:

- Personal effects                       Dishwasher                       Loose floor coverings
- Garden pots and ornaments                       Rubbish Bins                       Freestanding furniture

Other (specify) \_\_\_\_\_

### 11. EXCEPTIONS: None Known Easements Encumbrances Rights Of Way Party Wall Rights

Details Or Any Other Exceptions:

\_\_\_\_\_

### 12. TENANCIES: Is sale subject to an existing tenancy? Yes No

Managing Agent \_\_\_\_\_ T. \_\_\_\_\_

Tenant (Name/s) \_\_\_\_\_

Term:  Fixed: Commencement Date \_\_\_\_/\_\_\_\_/20 End Date \_\_\_\_/\_\_\_\_/20

Periodic: Commencement Date \_\_\_\_/\_\_\_\_/20

Rent: \$ \_\_\_\_\_ per \_\_\_\_\_

Payable in advance  Weekly  Fortnightly  Calendar monthly  \_\_\_\_\_

Bond lodged with Consumer and Business Services:  Yes  No

Amount: \$ \_\_\_\_\_

### 13. NOTICES AND ORDERS: None known Specify

\_\_\_\_\_

### 14. KNOWN BREACHES OF STRATA TITLES ACT 1980/COMMUNITY TITLES ACT 1996: None known Not applicable

Body Corporate Manager: Judy Telephone: 0417 383 313

Details of breach: \_\_\_\_\_

INITIALS  
*Initials not required if using electronic signature*

# Residential Contract: Schedule



15. ALTERATIONS, REPAIRS AND IMPROVEMENTS ERECTED WITHOUT CONSENT:  None known  Specify

16. KNOWN ENCROACHMENTS AND FENCES NOT ON BOUNDARIES:  None known  Specify

17. COMPLIANCE WITH POOL SAFETY REQUIREMENTS  Not Applicable  Not known

- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to pre 1 July 1993 constructed swimming pools.
- Compliant with *Planning, Development and Infrastructure Act 2016* (as amended) requirements relating to 1 July 1993 and post 1 July 1993 constructed swimming pools.
- Not compliant
- Specify details of non-compliance

18. WORKS TO BE CARRIED OUT BY VENDOR:  Not applicable  Specify

19. SPECIAL CONDITIONS:  Not Applicable

- Is the sale price of the property \$750,000 or more?  Yes  No  
 If yes, refer to Special Condition - Foreign Resident Withholding Regime
- Is the sale Subject to Finance?  Yes  No  
 If yes, refer to Annexure: Special Condition - Sale Subject to Finance
- Is the sale Subject to Sale and Settlement of Purchaser's Property?  Yes  No  
 If yes, refer to Annexure: Special Condition - Sale Subject to Sale and Settlement of Purchaser's property
- Is the sale Subject to Settlement of Purchaser's Property?  Yes  No  
 If yes, refer to Annexure: Special Condition - Sale Subject to Settlement of Purchaser's property
- Is the sale subject to any other Special Condition?  Yes  No  
 If yes, refer to Annexure

20. FURTHER TERMS OF SALE:  Not Applicable

- Will the Purchaser provide a guarantee in lieu of paying a deposit?  Yes  No  
 If yes, refer to Annexure: Further Term of Sale - Provision of Deposit by way of Guarantee
- Is the sale subject to any other Further Term of Sale  Yes  No  
 If yes, refer to Annexure  OR
- As described below

**INITIALS**  
*Initials not required if using electronic signature*

# Contract: Terms and Conditions



## 1. Agreement for Sale and Purchase

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

## 2. Definitions and Interpretation

### 2.1 Definitions

In this Agreement, unless a contrary intention appears:

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

### 2.2 Interpretation

In this Agreement, unless a contrary intention appears:

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

## 3. Payment

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

## 4. Prior to Settlement

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

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# Contract: Terms and Conditions



- 4.4 In the event the Vendor fails to notify the Purchaser in accordance with clause 4.3, the Purchaser must tender the total amount due to the Vendor at Settlement.
- 5. Settlement**
- 5.1 Unless otherwise agreed, Settlement must occur in accordance with Clause 24 on the Settlement Date.
- 5.2 At or before Settlement (provided the Purchaser has complied with its obligations under this Agreement), the Vendor must hand to the Purchaser the duly executed Transfer and any other documents required to transfer title to the Property to the Purchaser.
- 5.3 All Outgoings and Income will be adjusted to midnight of the day prior to the Settlement Date.
- 5.4 For the purposes of clause 5.3, the following method of adjustment will apply (as applicable):
- 5.4.1 the current annual water allowance and the water consumed by the Vendor during the current water consumption year will be calculated on a daily basis. Any water consumed in excess of the allowance prior to the Settlement Date is to be adjusted, either before or as soon as possible after the Settlement Date, at the price of water for the current year;
- 5.4.2 land tax will be adjusted on a single holding basis;
- 5.4.3 if the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, then clause 8 applies.
- 5.4.4 Any adjustment between Vendor and Purchaser is to be calculated on a single holding basis, unaffected by any increase in the rate of tax resulting from the Vendor's other land holdings or the Vendor's form of ownership in accordance with the *Land Tax Act 1936* (as amended), including without limitation any increase related to aggregated land holdings or trust surcharges.
- 5.4.5 The Vendor acknowledges and agrees that it will not cancel any beneficiary nominations made for a trust that owns the Land between the Settlement Date and 30 June of that same financial year if such cancellation would have the effect of increasing the land tax payable by the Purchaser.
- 5.4.6 If the registered owner of the Land has died prior to 30 June and the Vendor has the benefit of a principal place of residence land tax exemption for the Land which continues into the next financial year following such death, then:
- (a) the Purchaser may request the Vendor provide proof that it has complied with Regulation 4 of the Land Tax Regulations 2010 (as amended); and
- (b) the Purchaser may request from the Vendor proof of any relief granted by the Commissioner to the Vendor on account of land tax assessment relating to any financial year after the date of death, failing which the Purchaser may apply to the Commissioner to review the Vendor's principal place of residence exemption on land tax for the period prior to settlement and the parties shall adjust land tax based on the Commissioner's response.
- 5.4.7 In the event that the Vendor disputes any rates, taxes or levies relating to the Land and has lodged an objection with the Valuer-General of South Australia prior to the Settlement Date, then the parties acknowledge and agree that:
- (a) the Vendor must continue to pay all rates, taxes and levies as they fall due until settlement as if no objection was lodged; and
- (b) the Vendor may retain the right and control of continuing such objection after settlement (only as it relates to the period prior to settlement) and if after the Settlement Date the objection results in an amendment to the amount of rates, taxes or levies payable for the Land, then the parties shall re-adjust such rates, taxes or levies in accordance with this clause 5.4 within 10 Business Days.
- 5.5 If the Vendor incurs any cost in complying with a statutory requirement (which it did not have notice of prior to entering into this Agreement) between the date of this Agreement and the Settlement Date, the Purchaser must pay the Vendor that amount on Settlement.
- 5.6 The parties may settle under protest if there is a dispute in respect of amounts payable under this Agreement and Settlement will not in any way constitute a waiver of the rights of either party.
- 6. Vacant Possession**
- 6.1 Subject to any Tenancies, the Vendor will provide the Purchaser with vacant possession at Settlement.
- 6.2 For the purposes of clause 6.1, providing vacant possession includes, but is not limited to:
- 6.2.1 the removal of the Excluded Chattels and making good any damage arising from that removal;
- 6.2.2 giving possession of the Included Chattels free of any debt or encumbrance;
- 6.2.3 delivering all keys and security devices to the Property to the Purchaser.
- 7. Title and Risk**
- 7.1 Subject to clause 7.2, from the date of this Agreement the Property shall be at the risk of the Purchaser;
- 7.2 the Vendor must use the Property with all reasonable care so as to maintain its current state of repair and condition, fair wear and tear excluded.
- 7.3 The Certificate of Title will be conclusive evidence of the Vendor's title.
- 8. Strata and Community Title**
- If the Property comprises a unit in a deposited strata plan or a lot in a deposited community plan, the following provisions apply:
- 8.1 The following further adjustments between the parties shall be made:
- 8.1.1 if, at the Settlement Date, the Vendor has paid any monies to a fund or funds established under section 27 of the Strata Titles Act 1988 or Section 6 of the Community Titles Act 1996, before the due date for payment, the total amount of the pre-payment will be adjusted and paid by the Purchaser to the Vendor at Settlement; and
- 8.1.2 if there is no such fund or funds or there is a deficiency to meet the reasonably ascertainable outstanding current liabilities, or if the Vendor is in default in the payment to the Strata or Community Title Corporation, the proportion of the deficiency applicable to the Property or the amount by which the Vendor is in default (as the case may be) shall be adjusted and paid by the Vendor to the Purchaser at Settlement.
- 8.2 The Vendor declares that, to its best knowledge, and except as shown in Item 14 of the Schedule, there is presently no breach of the Strata Titles Act 1988, or the Articles of the Strata Corporation, or the Community Titles Act 1996, or the by-laws of the corporations.
- 8.3 The Vendor will use its best endeavours to obtain from the Strata or Community Title Corporation and give to the Purchaser, at least fourteen (14) days before the Settlement Date, copies of the documents which must be supplied to the Vendor by a Strata Corporation pursuant to section 41 of the Strata Titles Act 1988 or by a Community Title Corporation pursuant to section 139 of the Community Titles Act 1996 and any associated costs shall be paid by the Purchaser to the Vendor at Settlement.

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# Contract: Terms and Conditions



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

## 9. Misdescription

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

## 10. Vendor Warranties

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

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

## 11. Boundaries

The Vendor does not warrant that:

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

## 12. Works

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

## 13. Further Terms

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

## 14. Special Conditions

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

## 15. Purchaser's Default

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

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# Contract: Terms and Conditions



- 15.7 If the Purchaser does not comply with the Notice of Completion, the Vendor may terminate this Agreement by further written notice to the Purchaser without prejudice to any of its other rights.
- 15.8 A Notice of Completion can be given more than once.
- 15.9 The Vendor may, but is not obliged to, waive its right to a re-adjustment of Outgoings if Settlement is postponed due to the Purchaser's default.
- 15.10 If this Agreement is terminated in accordance with this clause 15, the Vendor may retain the Deposit and (at the Vendor's option):
- 15.10.1 retain the Property; or
- 15.10.2 resell the Property; and
- in either event sue the Purchaser for damages for breach of contract.
- 15.11 If the Vendor elects to resell the Property pursuant to clause 15.10.2, then:
- 15.11.1 the Purchaser will forthwith be required to pay to the Vendor:
- (a) any deficiency between the Purchase Price and the price obtained upon reselling the Property; and
- (b) all costs, expenses and fees associated with or arising from the resale, by way of liquidated damages (the Purchaser receiving credit for any Deposit); and
- 15.11.2 the Vendor will be entitled to any surplus of the sale price over the Purchase Price.
- 15.12 The Vendor is not required to tender a Transfer before exercising any of its rights under this clause 15.
- 15.13 If the Settlement Date is postponed, all Income from the Property shall be readjusted as at midnight on the day preceding Settlement, but Outgoings shall remain adjusted to the Settlement Date.

## 16. Vendor's Default

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

## 17. Time

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

## 18. Goods and Services Tax (GST)

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

## 19. Miscellaneous

- 19.1 Notices under this Agreement:
- 19.1.1 must be in writing and signed by the party giving notice, or its authorised agent;
- 19.1.2 may be served:
- (a) by being left at the last known residence or place of business of the intended recipient; or
- (b) by being sent by ordinary post in a pre-paid envelope to the address of the party set out in this Agreement;
- (c) by email to the email address of a party or a party's representative as provided in this Agreement.
- 19.1.3 will be deemed served if posted in accordance with clause 19.1.2(b), two (2) business days after posting or if by email then at the time of sending the email; and
- 19.1.4 will be deemed sufficiently served if served in accordance with this clause on one of several persons comprising the Vendor or the Purchaser.
- 19.1.5 either party may charge the other party for its reasonable costs for preparing and serving any Default Notice or Notice to Complete under this Agreement up to a maximum amount of \$700 (exclusive of GST) per notice together with any incidental out of pocket costs reasonably incurred (including the costs of service), and any amount so charged must be paid at Settlement or on termination of this Agreement.
- 19.2 No Merger  
The provisions of this Agreement shall not merge upon Settlement.
- 19.3 Cheques
- 19.3.1 The Deposit may be paid by cheque but if it is not honoured on presentation, the Purchaser shall immediately and without notice be in default.
- 19.3.2 Any other payment due under this Agreement shall be made either in cash, by bank cheque or electronic transfer of funds to the Parties nominated bank account
- 19.4 Costs  
The costs of and incidental to the preparation of the Transfer (but not of any document needed to clear the title of the Vendor to the Property) and all stamp duty, registration fees and Government fees, duties and all disbursements in respect of those documents and this Agreement must be paid by the Purchaser.
- 19.5 Date of this Agreement  
The date of this Agreement is the date on which the last of the parties executes it.
- 19.6 Legal Capacity of Purchaser
- 19.6.1 The Purchaser warrants that each natural person included in the description of the Purchaser has full legal capacity.
- 19.6.2 The Purchaser further warrants that it is not (except as set out in any Special Condition) required to seek approval for purchase under the Foreign Acquisitions and Takeovers Act 1975 as amended and any breach of this clause entitles the Vendor to terminate.

INITIALS

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# Contract: Terms and Conditions



## 20. Privacy Act 1988

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

## 21. Other Conditions

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

## 22. Governing Law

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

## 23. General

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

## 24. eConveyancing Conditions

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

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# Contract: Terms and Conditions



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

## 25. Commonwealth Reporting

### 25.1 Reportable Transactions

The parties acknowledge and agree that:

- 25.1.1 the transactions contemplated by this Contract, including without limitation the Transfer, may constitute a reportable transaction pursuant to Section 396 of the Tax Act (Reportable Transaction); and
- 25.1.2 to the extent this Contract contains Reportable Transactions, the parties agree to promptly comply with any State or Commonwealth requirements relating to the Reportable Transactions and to direct and authorise their respective conveyancing practitioners to do the same.

### 25.2 Creation of RevenueSA Workspace

25.2.1 The Purchaser must at least 7 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Purchaser and other particulars that may be required for the relevant Reportable Transaction; and
- (c) invite the Vendor to join the RevenueSA Workspace.

25.2.2 The Vendor must at least 1 Business Days prior to the Settlement Date:

- (a) create a RevenueSA Workspace;
- (b) accept the Purchaser's invitation to join the RevenueSA Workspace; and
- (c) populate the RevenueSA Workspace with sufficient details of the Land, this Contract, the Vendor and other particulars that may be required for the relevant Reportable Transaction.

25.2.3 Provided the Purchaser has complied with its obligations under clause 25.2.1, if the Vendor does not comply with clause 25.2.2 the Purchaser may at any time before settlement:

- (a) populate the RevenueSA Workspace with sufficient details of the Vendor and other particulars that may be required for the relevant Reportable Transaction and proceed with settlement on the Settlement Date; or
- (b) if the Purchaser is unable to settle by the Settlement Date for any reason relating to the Vendor's non-compliance with clause 25.2.2, the Purchaser may extend the Settlement Date without penalty for up to 5 Business Days.

## 26. Electronic Communications

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

INITIALS

*Initials not required if using electronic signature*

# Contract: Execution



## EXECUTED AS AN AGREEMENT

Signed by or on behalf of Purchaser 1

DocuSigned by:  
*J. Marshall*  
FED12E66F68F4A9...

Date: 07-Jun-22

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 2

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 3

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

Signed by or on behalf of Purchaser 4

Date:

Purchaser Name

in the presence of:

Date:

Witness Name

**INITIALS**

*Initials not required if using electronic signature*

# Contract: Execution Page



## EXECUTED AS AN AGREEMENT

Signed by or on behalf of Vendor 1

Vendor Name

DocuSigned by:  
*Yvonne Janet Owen*  
#E179298E3DB4E2...

Date: 07-Jun-22

in the presence of:

Witness Name

Date:

Signed by or on behalf of Vendor 2

Vendor Name

DocuSigned by:  
*Andrew Philip Owen*  
A2B030848285437...

Date: 07-Jun-22

in the presence of:

Witness Name

Date:

Signed by or on behalf of Vendor 3

Vendor Name

Date:

in the presence of:

Witness Name

Date:

Signed by or on behalf of Vendor 4

Vendor Name

Date:

in the presence of:

Witness Name

Date:

### Vendor / Purchaser Please Note:

1. REISA recommends that you should not sign any document unless you are satisfied that you understand its terms.
2. Use of this Agreement by a non-member of REISA is a breach of Copyright.

### AUCTION CONDITIONS

Applicable  Not Applicable

The Conditions of Sale of Real Property by Public Auction of the Real Estate Institute of South Australia exhibited prior to the Auction shall apply to the Agreement. If sold by auction then the deposit of 10% of the Purchase Price (or such other amount determined by the auctioneer or Agent prior to the auction and advised by the Purchaser prior to the auction) is payable immediately upon the highest successful acceptance of the bid above the reserve.

**Note:** There is no "cooling-off" period under the Act for sale under auction conditions or if the Purchaser waives the right to "cool-off" by obtaining independent legal advice and delivering a Certificate (section 5 of the Act) to the Agent.

INITIALS

*Initials not required if using electronic signature*



Product  
Date/Time  
Customer Reference  
Order ID

Register Search (CT 6060/817)  
30/05/2022 02:03PM  
20220530006133

17-31

REAL PROPERTY ACT, 1986



South Australia

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



## Certificate of Title - Volume 6060 Folio 817

Parent Title(s) CT 6040/385  
 Creating Dealing(s) ACT 11386510  
 Title Issued 09/07/2010 Edition 3 Edition Issued 25/11/2019

### Estate Type

FEE SIMPLE

### Registered Proprietor

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

### Description of Land

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

### Easements

NIL

### Schedule of Dealings

NIL

### Notations

Dealings Affecting Title NIL

Priority Notices NIL

#### Notations on Plan

Lodgement Date	Dealing Number	Description	Status
04/05/2010	11386511	BY-LAWS	FILED

Registrar-General's Notes NIL

Administrative Interests NIL





Product  
Date/Time  
Customer Reference  
Order ID

Historical Search  
30/05/2022 02:03PM  
20220530006133

17-32

## Certificate of Title

**Title Reference:** CT 6060/817  
**Status:** CURRENT  
**Parent Title(s):** CT 6040/385  
**Dealing(s) Creating Title:** ACT 11386510  
**Title Issued:** 09/07/2010  
**Edition:** 3

## Dealings

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



MACQUARIE

GPO Box 1630, Sydney NSW 2001  
1800 098 648  
support@trading.macquarie.com

18.1

**JM SMSF Pty Ltd <JEM SUPER FUND A/C>  
27A HELEN STREET  
COOKTOWN QLD 4895**

Buy Order Instruction		Tax Invoice B22470297	
Order Number	103706280	Trade Date	15-Aug-22
Time/Date Created	15-Aug-22 10:48 AM AEST	As at Date	15-Aug-22
Order Creator	Janelle Elizabeth Marshall	Settlement Date	17-Aug-22
Time/Date Last Amended	15-Aug-22 10:48 AM AEST	Amount	\$10,019.93
Last Instruction	Buy 243,902 DRX @ \$0.041	Settlement Account	Macquarie CMA
Current Status	Completed		

**A/C 23335703 - JM SMSF Pty Ltd <JEM SUPER FUND A/C>**

**Buy Contract B22470297**

**We have bought for you:**

ASX Code DRX  
Description DIATREME RESOURCES LIMITED ORDINARY FULLY PAID

Quantity	Basis of Quotation	Condition Code	Serial #	Price	Consideration
243,902			1710335220	\$0.041	\$9,999.98
243,902				\$0.041	(average)

Trade Value	\$9,999.98
Brokerage	\$19.95
Amount Payable	\$10,019.93
Includes GST of	\$1.81

Third Party Platform Pty Ltd is a Trading Participant of both ASX and Chi-X. Your order may have been executed on either or both markets of which Third Party Platform Pty Ltd is a Participant and has been cleared by Third Party Platform Pty Ltd.

This confirmation is issued subject to (a) the directions, decisions and requirements of the Market Operator, the ASIC Market Integrity Rules, the Market Operating Rules, the ASX Clear Operating Rules and where relevant the ASX Settlement Operating Rules; (b) the customs and usages of the Market and (c) the correction of errors and omissions.

If condition code is 'XT' or 'SA' then all or part of that transaction was crossed. Explanation of Basis of Quotation abbreviations can be obtained from [http://www.asx.com.au/prices/status\\_notes.htm](http://www.asx.com.au/prices/status_notes.htm)

18.2



**Automic**  
GPO Box 5193, Sydney, NSW, 2001  
P 1300 288 664 (Within Australia)  
P +61 (0)2 9698 5414 (Outside Australia)  
F +61 (0)2 8583 3040  
E [hello@automic.com.au](mailto:hello@automic.com.au) **ABN 27152260814**

## DRX Transaction History

X0 112324534

JM

4895 Cooktown

DRX Transaction history from: 01-June-2022 to: 09-October-2023

Date	Description	Amount	Closing Balance
17-August-2022	Market movement	243,902	243,902

19-1



Ms J E Marshall  
 1/27a Helen St  
 Cooktown Qld 4895

**Statement Period**

Start date: 22/07/2022  
 End date: 01/01/2023

Statement Number 1

Account Details	
<b>Product Description: SUPER LIVEZ</b>	
Borrower name: Jem Super Fund	BSB & Account number: 704-997 100272013
Opening Balance: \$0.00	Interest Rate: 7.09%
Closing Balance: -\$225,016.83	

Effective	Posted	Description	Debit	Credit	Balance
	22/07/22	Opening Account Balance			\$0.00
	22/07/22	Interest Rate 5.240% P.a.			
	22/07/22	Withdrawal Chq Firstmac Assets Pty Ltd Pexa Funding Account	\$242,228.12		-\$242,228.12
	22/07/22	Withdrawal Chq Firstmac Services	\$771.88		-\$243,000.00
	05/08/22	Rate Altered From 5.240% (v) To 5.740% (v)			
	08/08/22	Credit from 182512 970365672		\$2,200.00	-\$240,800.00
	22/08/22	Credit from 182512 970365672		\$2,200.00	-\$238,600.00
	22/08/22	Loan Interest	\$1,133.20		-\$239,733.20
	05/09/22	Credit from 182512 970365672		\$2,200.00	-\$237,533.20
	09/09/22	Rate Altered From 5.740% (v) To 6.340% (v)			
	19/09/22	Credit from 182512 970365672		\$2,200.00	-\$235,333.20
	22/09/22	Loan Interest	\$1,212.45		-\$236,545.65
	23/09/22	Payment Altered From 1952.83 To 2018.05 Due 22oct2022			
	03/10/22	Credit from 182512 970365672		\$2,200.00	-\$234,345.65
	07/10/22	Rate Altered From 6.340% (v) To 6.590% (v)			
	17/10/22	Credit from 182512 970365672		\$2,200.00	-\$232,145.65
	22/10/22	Loan Interest	\$1,247.46		-\$233,393.11

19-2



Effective	Posted	Description	Debit	Credit	Balance
	23/10/22	Payment Altered From 2018.05 To 2096.78 Due 22nov2022			
	31/10/22	Credit from 182512 970365672		\$2,200.00	-\$231,193.11
	04/11/22	Rate Altered From 6.590% (v) To 6.840% (v)			
	14/11/22	Credit from 182512 970365672		\$2,200.00	-\$228,993.11
	22/11/22	Loan Interest	\$1,322.76		-\$230,315.87
	23/11/22	Payment Altered From 2096.78 To 2129.68 Due 22dec2022			
	28/11/22	Credit from 182512 970365672		\$2,200.00	-\$228,115.87
	09/12/22	Rate Altered From 6.840% (v) To 7.090% (v)			
	12/12/22	Credit from 182512 970365672		\$2,200.00	-\$225,915.87
	22/12/22	Loan Interest	\$1,300.96		-\$227,216.83
	23/12/22	Payment Altered From 2129.68 To 2162.56 Due 22jan2023			
	26/12/22	Credit from 182512 970365672		\$2,200.00	-\$225,016.83
	01/01/23	Closing Account Balance			-\$225,016.83

19-3



Ms J E Marshall  
 Po Box 7001  
 Brisbane Qld 4001

**Statement Period**

Start date: 01/01/2023  
 End date: 01/07/2023

Statement Number 2

Account Details	
Product Description: SUPER LIVEZ	
Borrower name: Jem Super Fund	BSB & Account number: 704-997 100272013
Opening Balance: -\$225,016.83	Interest Rate: 8.09%
Closing Balance: -\$204,474.80	

Effective	Posted	Description	Debit	Credit	Balance
	01/01/23	Opening Account Balance			-\$225,016.83
	09/01/23	Credit from 182512 970365672		\$2,200.00	-\$222,816.83
	22/01/23	Loan Interest	\$1,351.13		-\$224,167.96
	23/01/23	Payment Altered From 2162.56 To 2195.30 Due 22feb2023			
	23/01/23	Credit from 182512 970365672		\$2,200.00	-\$221,967.96
	06/02/23	Credit from 182512 970365672		\$2,200.00	-\$219,767.96
	10/02/23	Rate Altered From 7.090% (v) To 7.340% (v)			
	20/02/23	Credit from 182512 970365672		\$2,200.00	-\$217,567.96
	22/02/23	Loan Interest	\$1,347.38		-\$218,915.34
	06/03/23	Credit from 182512 970365672		\$2,200.00	-\$216,715.34
	10/03/23	Rate Altered From 7.340% (v) To 7.590% (v)			
	20/03/23	Credit from 182512 970365672		\$2,200.00	-\$214,515.34
	22/03/23	Loan Interest	\$1,242.46		-\$215,757.80
	23/03/23	Payment Altered From 2195.30 To 2226.33 Due 22apr2023			
	03/04/23	Credit from 182512 970365672		\$2,200.00	-\$213,557.80
	17/04/23	Credit from 182512 970365672		\$2,200.00	-\$211,357.80
	22/04/23	Loan Interest	\$1,379.86		-\$212,737.66
	23/04/23	Payment Altered From 2226.33 To 2258.58 Due 22may2023			

19-4



Effective	Posted	Description	Debit	Credit	Balance
	01/05/23	Credit from 182512 970365672		\$2,200.00	-\$210,537.66
	05/05/23	Rate Altered From 7.590% (v) To 7.840% (v)			
	15/05/23	Credit from 182512 970365672		\$2,200.00	-\$208,337.66
	22/05/23	Loan Interest	\$1,338.73		-\$209,676.39
	29/05/23	Credit from 182512 970365672		\$2,200.00	-\$207,476.39
	09/06/23	Rate Altered From 7.840% (v) To 8.090% (v)			
	12/06/23	Credit from 182512 970365672		\$2,200.00	-\$205,276.39
	22/06/23	Loan Interest	\$1,398.41		-\$206,674.80
	23/06/23	Payment Altered From 2258.58 To 2288.76 Due 22jul2023			
	26/06/23	Credit from 182512 970365672		\$2,200.00	-\$204,474.80
	01/07/23	Closing Account Balance			-\$204,474.80

19-5



MS JANELLE ELIZABETH MARSHALL  
PO BOX 7001  
BRISBANE QLD 4001

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Interest Charged Last Financial Year 17/08/2023

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Client name: MS JANELLE ELIZABETH MARSHALL  
Client address: PO BOX 7001 BRISBANE QLD 4001  
Account: 100272013

Interest Charged Last Financial Year:  
(01/07/2022 to 30/06/2023) **\$14,274.80**

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19-6

June 27, 2022

Jem Super Fund  
1 / 27A Helen Street  
COOKTOWN Queensland 4895

Your loan application number: 80099346

Dear Janelle,

## Final approval of your home loan application

We are pleased to inform you that the following loan has been approved with detail as follows:

Mortgage Manager:	Firstmac Limited
Borrower/s:	Jem Super Fund
Guarantor/s:	Jem Bare Trust Jm Smsf Pty. Ltd. Jem Property Investments Pty Ltd Janelle Elizabeth Marshall
Full loan purpose:	Buying an investment property
Total loan amount:	\$243,000.00
Security:	First Registered Mortgage by JEM Property Investments Pty Ltd as trustee for JEM Bare Trust over 60A Mentone Road HAYBOROUGH South Australia 5211 Any valuation relied upon by the lender to assess this application for finance is for the purpose of the lender only. Any decision to lend is not an indication of the soundness of the investment.

### Account 1

Product:	Broker Special - SMSF Home Loan 80 PI
Loan amount:	\$243,000.00
Loan term:	180 months
Indicative interest rate:	4.74%
Repayments:	\$1,888.88 per month
Loan type:	Principal and Interest

### Outstanding items:

#### General Conditions

- Joint and several guarantees required from directors  
**Janelle Elizabeth Marshall**
- Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)
- Independent Legal Advice Required  
**60A Mentone Road HAYBOROUGH South Australia 5211**
- Copy of Transfer
- Certificate of currency for your insurance

**Any outstanding items marked with an asterisk (if any) are required before this application can proceed further.**

Please note that this is not a letter of offer. A formal loan agreement will be issued once all outstanding items are met.

If you have any questions or require additional information, please contact your lending specialist.



19-7

Yours sincerely

A handwritten signature in black ink that reads "Julie Sanders". The signature is written in a cursive, flowing style.

Julie Sanders  
Head of Group Operations

# Loan Agreement - SMSF Limited Recourse Loan

**Lender:** FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448 of Level 40, 123 Eagle Street BRISBANE QLD 4000

**Originator/Manager:** Firstmac Limited ABN 094145963 of Level 40, 123 Eagle Street BRISBANE QLD 4000

**Borrower (or "you"):** JM SMSF Pty. Ltd. ACN 658 850 983 as trustee for JEM Super Fund of 1/27A Helen Street COOKTOWN Queensland 4895 Australia

**Loan Number:** 80099346 

The Originator/Manager has arranged for the Lender to make the loan which will be managed by the Originator/Manager. Normally, you deal with the Originator/Manager. The Lender and the Originator/Manager are individually and together referred to as "we/us/our".

This document does not contain all the precontractual information required by law to be given to you. This document must be read together with the Loan General Terms and Conditions Version SMSF2 dated June 2021 contained in Part 1 of 'Your document pack' (T&Cs). You must comply with all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

Words in *italics* have special meanings and are defined in this document or in the T&Cs.

## Financial Table

The following information is prepared as at July 7, 2022 (the *disclosure date*). This information may change before or after the *settlement date*. The *settlement date* is the date we first advance money to you.

<b>How much you are borrowing</b>	<b>\$243,000.00</b>
Made up of:	
<b>Broker Special - SMSF Home Loan 80 PI 1:</b>	<b>\$243,000.00</b>
<b>Total amount of credit</b>	<b>\$243,000.00</b>
<b>Annual percentage rate(s)</b>	
Interest rates (including fixed rates, unless the fixed rate has been locked in) may change prior to the <i>settlement date</i> . Interest rates other than fixed rates can vary after the <i>settlement date</i> .	
• <b>Broker Special - SMSF Home Loan 80 PI (variable rate)</b>	<b>4.74% per annum</b>
<b>Repayments</b>	
<b>When your repayments are due</b> You must make repayments monthly on the same day each month as the <i>settlement date</i> . You may make repayments more frequently if you wish - please see your T&Cs.	

<p><b>When your first repayment is due</b> Your first repayment is due one month from the <i>settlement date</i>.</p>	
<p><b>How many repayments will you make</b> Assuming you make all repayments on the due date, the number of repayments you must make will be:</p>	180 repayments
<p><b>How much are your repayments</b> Based on the current interest rates, your monthly repayments will be as described below. If a variable interest rate changes, your repayment amounts may change.  <b>Broker Special - SMSF Home Loan 80 PI</b></p>	\$1,888.88 comprising principal and interest
<p><b>Fees and Charges</b></p>	
<p><b>Credit fees and charges payable on or before settlement of your loan</b> Unless otherwise stated, all fees are non-refundable. These fees may be payable even if the loan does not proceed for any reason.</p>	
<p><b>Lender's Application Fee:</b> - payable for services provided by us in connection with your loan application (may include legal fees, title insurance premiums, any additional loan processing fee, valuation fees and an amount payable to the Originator/Manager for providing services).</p>	\$0.00
<p><b>Valuation Fee:</b></p>	\$282.34
<p><b>Mortgage Registration Fee:</b></p>	\$176.00
<p><b>Lenders Documentation Costs:</b></p>	\$490.00
<p><b>Lenders Mortgage Insurance:</b> This amount may be capitalised and added to your loan amount.</p>	Paid by the lender
<p><b>Total of fees and charges payable on or before the <i>settlement date</i> (excluding unascertainable amounts)</b></p>	\$948.34
<p><b>Credit fees and charges payable after settlement of your loan</b></p>	
<p>Originator/Manager's Discharge Administration Fee - payable when we agree to discharge a <i>security</i>.</p>	\$300.00 per security
<p><b>Total of fees and charges payable assuming the loan runs for the entire term (excluding unascertainable amounts or amounts which may or may not become payable)</b></p>	\$948.34

<p><b>Credit fees and charges payable throughout the term of your loan</b>  The following fees and charges are payable by you if and when the service is provided, the expense incurred, or the relevant event occurs, unless otherwise specified. We can debit your loan account with effect from the date we incur these fees, and either require you to pay the fee or charge immediately, collect it with your regular repayments, or require it to be repaid by one or more repayments. All fees and charges are non-refundable.</p>	
<p><b>Break costs</b></p> <p>Break costs are payable if</p> <ul style="list-style-type: none"> <li>the whole or part of a fixed rate loan is repaid during a fixed rate period; or</li> <li>the whole or part of your fixed rate loan is varied by agreement during a fixed rate period (for example, to another type of annual percentage rate or for another fixed rate term).</li> </ul> <p>Break costs are payable on the day on which any of the above events occur. Break costs are payable on fixed rate loans even if repayment is required by us after an <i>event of default</i> occurs. Break costs are further explained in the T&amp;Cs. In addition, you must pay a Break Cost Administration Fee (not payable on switches to variable rate).</p> <p><b>NOTE: Break costs can be significant. Ask us for an estimate of break costs before you repay a fixed rate loan early.</b></p>	<p>Unascertainable</p> <p>\$150 per event</p>
<p>Revaluation fee - payable if the loan is not made within three months of the <i>disclosure date</i>.</p>	<p>Unascertainable</p>
<p>Application reassessment fee - payable if, as a result of delay in entering this loan agreement or settling the loan, we are required to reassess the loan.</p>	<p>\$100.00</p>
<p>If you request that your loan be re-documented prior to the settlement date. This fee does not apply to Firstmac VIP Package customers.</p>	<p>\$100.00</p>
<p>Discharge administration fee - payable at the time of any early discharge when repaying your loan in full.</p> <p>Partial discharge administration fee - payable at the time of each partial discharge.</p>	<p>\$300.00</p> <p>\$150.00</p>
<p>Documentation costs for discharge of mortgage - payable at the time of any early discharge when repaying your loan in full.</p> <p>Third party fees are fees incurred by us in providing the service and include such costs as valuation fees, mortgage insurance premium, Lender's risk and processing fee, legal costs, document custodian charges, titles office fees, and electronic processing fees, all of which are unascertainable at the disclosure date.</p>	<p>\$250.00 per settlement plus <i>third party fees</i></p>
<p>If you request more than three bank cheques on the settlement date, a fee will apply for each additional bank cheque.</p>	<p>\$15.00 for each bank cheque</p>

If you request a copy of a statement.	\$10.00 per statement
Over the counter deposits.	\$2.00 per transaction
Customer assisted transactions fee - payable when you request our assistance to complete a transfer/transaction, place an order, or submit an action that you can independently complete through your online access. This is in addition to the standard transaction fee charged.	\$4.00 per request
Dishonour fee - payable whenever a payment to us is dishonoured.	\$35.00 per dishonour
If you attempt to debit your loan account (other than transferring from one loan account to another) and there are insufficient funds to cover the amount of that debit.	\$35.00 per dishonour
Internal sweep dishonour fee - payable whenever we have an instruction from you to transfer funds from one loan account to another loan account and there are insufficient funds to cover the amount of the transfer.	\$20.00 per dishonour
Default fee - may be payable if your loan account is in default. The default fee is charged once your loan account has been in arrears for 11 days, and then every month thereafter for as long as the default remains.	\$150.00 per month
If the loan is not made on the agreed date through no fault of ours (ie settlement is cancelled), you may be required at that time to pay a cancellation fee.	\$75.00
<p>If the Lender or the Originator/Manager undertakes any of the following:</p> <ul style="list-style-type: none"> <li>• provides copies of any notice or document;</li> <li>• provides any special attendances (eg consent to second mortgage) at your request;</li> <li>• provides information;</li> <li>• decides to inspect the mortgaged property or obtain other reports in relation to it; or</li> <li>• varies your loan at your request (not applicable to Firstmac VIP Package customers).</li> </ul> <p>In addition, you must pay any applicable out of pocket expenses, including legal costs and disbursements.</p>	<p>\$260.00 per attendance</p> <p>Unascertainable</p>
Payment trace fee - payable whenever we are asked to trace a deposit to a loan account.	\$50.00 per trace

If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.	Unascertainable
Enforcement expenses - may be payable if you default under this loan agreement or any <i>security</i> . Enforcement expenses are further explained in the T&Cs.	Unascertainable

**We can change any of the financial information described above without your consent, including the fees and charges, the amount of repayments, the dates for debiting interest and the dates for making repayments, interest rates (except during a fixed rate period), and any discount (unless this contract says otherwise). We may introduce new fees and charges without your consent. We will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, we will act reasonably.**

**OTHER INFORMATION**

Security	<p>You acknowledge that the following security extends to and secures any money due under this loan agreement.</p> <p>1. First registered mortgage by JEM Property Investments Pty Ltd ACN 659 944 840 as trustee for JEM Bare Trust over          Title Description: 6060/817 also described as 60A Mentone Road          HAYBOROUGH South Australia 5211</p> <p>You must also arrange for us to be granted a guarantee by:</p> <ul style="list-style-type: none"> <li>(a) the Janelle Elizabeth Marshall, limited to the loan amount; and</li> <li>(b) JEM Property Investments Pty Ltd ACN 659 944 840 as trustee for JEM Bare Trust, limited to 60A Mentone Road HAYBOROUGH South Australia 5211</li> </ul> <p>Together, these securities are referred to as the <i>security</i>.</p>
Guarantor	<p>Guarantee by JEM Property Investments Pty Ltd.</p> <p>Guarantee by Janelle Elizabeth Marshall.</p> <p>Collectively referred to as the <i>guarantor</i>.</p>
Loan term	15 years commencing on the <i>settlement date</i> .
Loan purpose	You have told us that the loan will be used for Buying an investment property.

How your loan will be paid on settlement	<p>The loan will be paid to:</p> <p>(a) for lenders mortgage insurance premium; <b>Paid by the lender</b></p> <p>(b) balance as directed by you: unascertainable at the disclosure date.</p>
Commission paid or received in relation to your loan	<p>A management fee, which under the National Credit Code may be interpreted as a commission for the introduction of credit business, is payable to the Originator/Manager over the life of the loan. The amount of a commission is not ascertainable at the <i>disclosure date</i>. The Lender and the Originator/Manager and other persons may pay or receive other commissions, fees or benefits in connection with this loan.</p>
Default interest rate	<p>The default rate of interest at any time equals the interest rate applying to the relevant account plus 2.00% per annum. If the interest rate applying to the account changes, the default rate will also change.</p> <p>The default rate(s) as at the <i>disclosure date</i> are:</p> <p>Broker Special - SMSF Home Loan 80 PI <span style="float: right;">6.74% per annum</span></p>
About interest rates	<p>We obtain funding for our loans from a variety of sources. As a result, interest rates may differ from time to time between our different loans. Accordingly, you may see us advertising a different rate to the rate applicable to your loan.</p>
Outstanding conditions	<ul style="list-style-type: none"> <li>• Borrower to complete Verification of Identity Form prior to settlement and provide supporting certified Photo ID (requirements for ID are noted on form)</li> <li>• Independent Legal Advice Required</li> <li>• Joint and several guarantees required from directors</li> <li>• Certificate of currency for your insurance</li> </ul>
SMSF special conditions	<p><b>Special Conditions that Apply to your Self Managed Superannuation Fund Loan</b></p> <p>The following Specific Conditions apply to your loan contract.</p> <p>(1) <b>Additional Definitions</b>  In these Specific Conditions:</p> <p><b>Guarantors</b> mean Janelle Elizabeth Marshall and the Property Trustee.</p> <p><b>Property Trustee</b> means JEM Property Investments Pty Ltd ACN 659 944 840 as trustee for JEM Bare Trust</p> <p><b>Property</b> means 60A Mentone Road HAYBOROUGH South Australia 5211</p> <p><b>Superannuation Fund</b> means JEM Super Fund</p> <p><b>Superannuation Trustee</b> means JM SMSF Pty. Ltd. ACN 658 850 983 as trustee for the Superannuation Fund.</p>



**(2) Background**

This loan contract is made in accordance with the provisions of section 67A of the *Superannuation Industry (Supervision) Act (SIS Act)* which permits a regulated *Superannuation Fund* to borrow money provided:

- (i) the borrowed funds are used to purchase an asset (in this case the *Property*);
- (ii) the *Property* is held on trust for the *Superannuation Trustee* as trustee of the *Superannuation Fund* by another entity (in this case the *Property Trustee*);
- (iii) the *Superannuation Trustee* has the right to acquire legal ownership of the *Property* on behalf of the *Superannuation Fund* by making payments;

The *Lender's* recourse against the *Superannuation Trustee* and the *Superannuation Fund* for default on the borrowing is limited to the *Property*.

**(3) Security**

Despite any other provision of this agreement, the following stands as security for your loan contract:

- (i) a charge of the beneficial interest in the *Property* by *Superannuation Trustee* on behalf of the *Superannuation Fund*;
- (ii) a mortgage of the legal interest in the *Property* by the *Property Trustee*;
- (iii) a guarantee by the members of the *Superannuation Fund* and the *Property Trustee*; and
- (iv) any other security granted to the *Lender* to secure repayment of the your loan contract.

**(4) Redraw**

Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), redraw is not available on any account.

**(5) Charge of beneficial interest**

The *Superannuation Fund* hereby charges its beneficial interest in the *Property* to the *Lender* to secure payment of all amounts due to the *Lender* or any other person under your loan contract (the "*Debt*"). This charge constitutes a fixed and specific charge over the *Property*. All the terms of the mortgage over the legal title owned by the *Property Trustee* apply to this charge as if set out in full in this agreement and as if the *Superannuation Fund* was the mortgagor and the *Lender* was the mortgagee.

**(6) Limited recourse**

- (i) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*), this agreement relates solely to money payable in respect of the loan made to the *Superannuation Trustee* under your loan contract (including interest and all costs and charges associated with that loan), but does not impose on the *Superannuation Trustee* an obligation to pay any other money. For example, the *Superannuation Trustee* is not obliged to pay all money which it owes the *Lender* other than by the *Lender's* recourse against the *Property*.
- (ii) Despite any other condition in your loan contract (including conditions set out in the *General Conditions*) or any other document, the *Lender's* rights and the guarantors' rights against the *Superannuation Fund* on default are limited to recourse against the *Property* and in the absence of fraud or misrepresentation by the *Superannuation Trustee*, neither the *Lender* nor the guarantors have any recourse whatsoever against the *Superannuation Trustee* or the *Superannuation Fund* for payment of the *Debt* other than recourse against the *Property*.
- (iii) Subject to sub-clause (iv), neither the *Lender* nor the *Guarantors* must take any step pursuant to the rights conferred by this agreement to:
  - (a) have an administrator appointed to the *Superannuation Trustee*;
  - (b) have a receiver, receiver and manager, trustee, other controller (as defined in the Corporations Act), liquidator, provisional liquidator or similar official appointed to the *Superannuation Trustee*, other than a receiver of all or part of the *Property* only;
  - (c) have the *Superannuation Trustee* wound up, or prove in any winding up of the *Superannuation Trustee*;
  - (d) carry out any distress or execution on any property of the *Superannuation Fund* other than the *Property*;
  - (e) exercise any:
    - (a) right of set-off;
    - (b) right to combine or consolidate accounts; or
    - (c) banker's lien, against the *Superannuation Trustee*, other than in respect of the *Property*;
  - (f) make any other claim or institute any proceedings of any kind as against any property or assets of the *Superannuation Trustee* other than the *Property*.
- (iv) The other provisions of this clause do not:
  - (a) prohibit or restrict either the *Lender* or the *Guarantors* from obtaining, or undertaking proceedings to obtain, an injunction or other court order to restrain any breach of this agreement by the *Superannuation Trustee*;
  - (b) prohibit or restrict either the *Lender* or the *Guarantors* from obtaining, or taking proceedings to obtain, declaratory or other such relief in relation to any provision of this agreement with regards to the *Superannuation Trustee*; or
  - (c) affect the *Lender's* rights or the *Guarantors* rights to:
    - (a) enforce this agreement over the *Property* in accordance with the terms of your loan contract and the registered mortgage over the *Property*;
    - (b) for the sole purpose of enforcing its rights against the *Property*, proceed against the *Property Trustee* or the *Superannuation Trustee* to the extent necessary to enforce its rights against the *Property* or to obtain the benefit of the recourse to the *Property Trustee* or the *Superannuation Trustee* allowed by this clause;
    - (c) enforce any rights it may have under any other document; or
    - (d) enforce any rights it may have against the *Superannuation Trustee* for fraud or misrepresentation

(7) **Own enquires**

The *Lender* makes no warranty or representation in relation to the structure under which the *Property Trustee* and the *Superannuation Fund* has acquired the *Property*. The *Superannuation Fund* acknowledges that it has made its own enquiries in relation to the structure and has no claim whatsoever against the *Lender* in relation to any aspect of the structure. For example, the *Superannuation Fund* has no claim against the *Lender* if the entry of the structure, this agreement, or the transaction reflected by this document makes the *Superannuation Fund* non-complying with any law or regulation or results in adverse taxation consequences for the *Superannuation Fund*. The *Lender* can enforce this agreement in full despite any such non-compliance.

(8) **Acknowledgement by Superannuation Trustee**

The *Superannuation Trustee* acknowledges that despite any review of the Superannuation Trust Deed or the Property Trust Deed carried out by the *Lender* or the *Lender's* lawyers in respect of this transaction, the *Lender* makes no representation that the Superannuation Trust Deed or the *Superannuation Fund* itself complies with the SIS Act.

(9) **Change in applicable law**

If at any time the *Lender* determines that there has occurred any introduction of or variation to any law or regulation which makes this loan prohibited under the SIS Act, the result of any of which in the *Lender's* opinion makes it illegal, undesirable, or impractical for the *Lender* to make or continue this loan (and the *Lender's* opinion, acting reasonably will be final in relation to all these matters) then the *Lender* may terminate this loan contract by written notice to the Borrower and require repayment of the *Debt* on or before the expiration of 30 days from the date of the notice.



Signed on behalf of the Lender:  
for FIRST MORTGAGE COMPANY HOME LOANS PTY LTD ACN 104268448

## How to Proceed

**Before you sign this loan agreement, make sure you understand the following. If you have any questions, ask before you sign.**

- **You should consider obtaining legal and financial advice in relation to this loan.**
- **When a variable interest rate applies to your loan, your interest rate can go up or down over the term of your loan. If your interest rate increases, your repayments may increase. We may vary your interest rate at any time (except during a fixed rate term).**
- **You may have to pay fees if you repay your loan early. Significant fees (called 'break costs') may be payable if you repay all or part of a fixed rate loan early. Ask us for an estimate of break costs before you repay a fixed rate loan early.**
- **If you select an interest only term at any time, you will not be repaying any of the loan principal and will end up paying more interest.**
- **The events which may cause you to default under your loan are listed in the T&Cs. You may default under your loan even if you have made all your payments. If you default, you may lose your property. If the sale proceeds from the mortgaged property are insufficient to fully repay the amount you owe us, you are still responsible for repaying the amount outstanding.**
- **If you default under your loan, enforcement expenses may be payable. This means that you may have to pay any of our reasonable costs incurred in maintaining the mortgaged property, collection expenses, and any other internal or external costs we incur as a result of your default.**
- **You must insure the mortgaged property. You should consider whether you need other insurance such as insurance to assist you to make repayments if you are sick, lose your job, or if other contingencies occur.**
- **We may change, suspend or cancel your offset facility at any time.**
- **If we require you to pay for lenders mortgage insurance, this insurance protects us and not you. If you default under your mortgage and the mortgaged property is then sold, and the sale proceeds are insufficient to fully repay the amount you owe us, you are still legally responsible for repaying the balance outstanding under the mortgage**
- **Until the settlement date, we have the right to change the terms of your loan agreement or to withdraw our offer to lend altogether.**
- **Acting reasonably, we can make changes to your loan agreement.**

By signing this document, each of you have made the following declarations.

1. You have carefully read this document and the T & Cs and understand they establish a legal contract between you and us.
2. All information you have given directly or indirectly to us, our agents, or our lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction.
3. The loan will be used only for the purpose set out above under 'Purpose'.
4. You agree to pay the lender all fees and charges applicable (as set out under 'Credit fees and charges payable on or before settlement of your loan') even if the loan does not proceed to settlement (including because we withdraw from this offer).

We reserve the right to withdraw from this transaction if this offer is not accepted within 14 days from the *disclosure date*, within 90 days of your conditional approval (if applicable), if the initial drawdown does not occur within 60 days of the *disclosure date*, or if anything occurs which in our reasonable opinion makes settlement undesirable.

### How to accept this offer

To accept this offer you must sign and date this document below and return it to Firstmac Limited, GPO Box 7001, Brisbane QLD 4001. This contract comes into force on the *settlement date* or such earlier date as we decide.

**If the borrower is a company or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) this loan will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.**

### Important

#### Before you sign

- Read this contract document so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: "Things you should know about your proposed credit contract".
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

#### Things you must know

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Signed on behalf of JM SMSF Pty. Ltd. ACN 658 850 983 as trustee for JEM Super Fund pursuant to section 127 of the Corporations Act 2001

Date:

\_\_\_\_\_

SIGN HERE

Sole director & Secretary / Director / Secretary  
(cross out those not applicable)

\_\_\_\_\_  
I AM THE SOLE DIRECTOR AND SECRETARY

SIGN HERE

Director

\_\_\_\_\_  
I AM THE DIRECTOR

19-19

**Lodger Details**

Lodger Code  
Name  
Address  
Lodger Box  
Phone  
Email  
Reference

For Office Use Only

**MORTGAGE**

**Jurisdiction** South Australia

**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

**Estate and/or interest being mortgaged**

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
6060/817		

**Mortgagor**

Name	JEM PROPERTY INVESTMENTS PTY LTD
ACN/ARBN	659 944 840
Address	
Property Name	
Unit Number	1
Street Number	27A
Street Name	HELEN
Street Type	STREET
Locality	COOKTOWN
State	QUEENSLAND
Postcode	4895

**Mortgagee**

Name FIRST MORTGAGE COMPANY HOME LOANS PTY LTD  
 ACN 104268448  
 Australian Credit Licence  
 Address  
 Property Name RIVERSIDE CENTRE  
 Floor Type LEVEL  
 Floor Number 40  
 Street Number 123  
 Street Name EAGLE  
 Street Type STREET  
 Locality BRISBANE  
 State QLD  
 Postcode 4000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

**Terms and Conditions of this Mortgage**

- (a) Document Reference 13394261
- (b) Additional terms and conditions The Mortgagor being registered as proprietor of the estate and interest in the land above described subject to the encumbrances and other interests set out above in consideration of an amount of credit advanced by the Mortgagee to the Mortgagor and/or others at the request of the Mortgagor and for the purpose of better securing the payment of the amount owing by the Mortgagor mortgages to the Mortgagee the estate and interest in the land above described and the Mortgagor agrees with the Mortgagee to be bound by this Mortgage.

**Mortgagor Execution**

Executed on behalf of JEM PROPERTY INVESTMENTS PTY LTD

Signer Name JANELLE ELIZABETH MARSHALL

Signer Organisation JEM PROPERTY INVESTMENTS PTY LTD

Signer Role SOLE DIRECTOR

Signature

Execution Date

**Mortgagee Execution**

1. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
5. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents:
  - (a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document

Executed on behalf of FIRST MORTGAGE COMPANY  
HOME LOANS PTY LTD

Signer Name JOURDAN PARKER

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature \_\_\_\_\_

Execution Date \_\_\_\_\_



19-22

**Lodger Details**

Lodger Code  
Name  
Address  
Lodger Box  
Phone  
Email  
Reference

For Office Use Only

**MORTGAGE**

**Jurisdiction** South Australia

**Privacy Collection Statement**

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**Estate and/or interest being mortgaged**

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
6060/817		

**Mortgagor**

Name	JEM PROPERTY INVESTMENTS PTY LTD
ACN/ARBN	659 944 840
Address	
Property Name	
Unit Number	1
Street Number	27A
Street Name	HELEN
Street Type	STREET
Locality	COOKTOWN
State	QUEENSLAND
Postcode	4895

**Mortgagee**

Name FIRST MORTGAGE COMPANY HOME LOANS PTY LTD  
 ACN 104268448  
 Australian Credit Licence  
 Address  
 Property Name RIVERSIDE CENTRE  
 Floor Type LEVEL  
 Floor Number 40  
 Street Number 123  
 Street Name EAGLE  
 Street Type STREET  
 Locality BRISBANE  
 State QLD  
 Postcode 4000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

**Terms and Conditions of this Mortgage**

(a) Document Reference 13394261  
 (b) Additional terms and conditions The Mortgagor being registered as proprietor of the estate and interest in the land above described subject to the encumbrances and other interests set out above in consideration of an amount of credit advanced by the Mortgagee to the Mortgagor and/or others at the request of the Mortgagor and for the purpose of better securing the payment of the amount owing by the Mortgagor mortgages to the Mortgagee the estate and interest in the land above described and the Mortgagor agrees with the Mortgagee to be bound by this Mortgage.

**Mortgagor Execution**

Executed on behalf of JEM PROPERTY INVESTMENTS PTY LTD

Signer Name JANELLE ELIZABETH MARSHALL

Signer Organisation JEM PROPERTY INVESTMENTS PTY LTD

Signer Role SOLE DIRECTOR

Signature

Execution Date

**Mortgagee Execution**

1. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.
5. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents:
  - (a) has taken reasonable steps to verify the identity of the mortgagor, or his, her or its administrator or attorney; and
  - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document

Executed on behalf of FIRST MORTGAGE COMPANY HOME LOANS PTY LTD

Signer Name JOURDAN PARKER

Signer Organisation FIRSTMAC LIMITED ACN 094 145 963

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature \_\_\_\_\_

Execution Date \_\_\_\_\_



## Activity statement 004

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<b>Date generated</b>	16 August 2023
<b>Overdue</b>	\$0.00
<b>Not yet due</b>	\$0.00
<b>Balance</b>	\$0.00

## Transactions

---

0 results found - from 16 August 2021 to 16 August 2023 sorted by processed date ordered newest to oldest



20.2

## Income tax 002

Date generated	16 August 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

## Transactions

4 results found - from 16 August 2021 to 16 August 2023 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Mar 2023	6 Mar 2023	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$5.90		\$0.00
1 Mar 2023	28 Feb 2023	Interest for early payment of Income Tax		\$5.90	\$5.90 CR
31 Oct 2022	28 Oct 2022	Payment received		\$650.60	\$0.00
14 Oct 2022	28 Feb 2023	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	\$650.60		\$650.60 DR

20.3



Australian Government  
Australian Taxation Office



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

Statement period 01 Jul 22 to 01 Mar 23  
Tax file number 606 850 511  
Date of issue 06 March 2023  
Statement number 1  
Our reference 7136864048249  
Internet: [www.ato.gov.au](http://www.ato.gov.au) Account enquiries: 13 28 66

Income Tax Account  
Statement of Account

Total account balance as at 01 March 2023	\$0.00
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Your refund of \$5.90, ATO004000017453609 has been forwarded to your nominated financial institution.

**Transaction list** - This statement shows transactions for the period 01 July 2022 to 01 March 2023 (inclusive).

Process date	Effective date	Description of transaction	Debit \$	Credit \$	Balance \$
01 Jul 22		<b>OPENING BALANCE</b>			0.00
14 Oct 22	28 Feb 23	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 21 to 30 Jun 22	650.60		650.60
31 Oct 22	28 Oct 22	Payment received		650.60	0.00
01 Mar 23	28 Feb 23	Interest for early payment of Income Tax		5.90	5.90 CR
01 Mar 23	06 Mar 23	EFT refund for Income Tax for the period from 01 Jul 21 to 30 Jun 22	5.90		0.00
01 Mar 23		<b>CLOSING BALANCE</b>			<b>0.00</b>

Melinda Smith  
Deputy Commissioner of Taxation

Please see over for important information about your statement

71092.100069-12-2021