



Disclosure Statement

Body Corporate and Community Management Act 1997
Section 206

Body Corporate

Body Corporate for: M ON MARY Community Titles Scheme 38195
Lot No: 708 on SP 167370
Address: 70 MARY STREET, BRISBANE QLD 4000

PRESCRIBED INFORMATION

Secretary of Body Corporate

Name: BRETT DUTTON C/O ARCHERS BODY CORPORATE MANAGEMENT
Address: LEVEL 4/97 CREEK STREET, BRISBANE 4000
Telephone: 3220 9400 Facsimile:

Body Corporate Manager

Name: ARCHERS BODY CORPORATE MANAGEMENT
Address: LEVEL 4/97 CREEK STREET, BRISBANE 4000
Telephone: 3220 9400

Body Corporate Committee

Is there a Committee for the Body Corporate? Yes
No

If there is no committee, is the Body Corporate Manager engaged to perform the functions of the committee? Yes
No

Annual Contributions and Levies

Administrative Fund: \$2,146.35 (inc gst) each year by installments in advance on the 1st day of each quarter, subject to 10% discount (01/03/15 – 28/02/16)
Sinking Fund: \$1,186.95 (inc gst) each year by instalments in advance on the 1st day of each quarter, subject to 10% discount (01/03/15 – 28/02/16)
Other: Insurance \$243.46 (inc gst) per annum payable on the 1st day of each quarter, subject to 10% discount (01/03/15 – 28/02/16)
Extent to which the amount of annual contribution currently fixed by the body corporate as payable by the owner for the Lot:
(a) are based on the contribution schedule lot entitlements for the lots included in the scheme: Administration and Sinking Fund Levies
(b) are based on the interest schedule lot entitlements for the lots included in the scheme: Insurance Levies, if applicable

Statement to Buyer

The contribution schedule lot entitlements and interest schedule lot entitlements for the lots included in the scheme are set out in the Community Management Statement for the scheme.

Improvements on Common Property:

Improvements on Common Property for which the Buyer will be responsible:
NOTHING SIGHTED IN RECORDS PROVIDED

Regulation Module

Insert cross in appropriate box Standard Regulation Module Accommodation Regulation Module
 Commercial Regulation Module Small Schemes Regulation Module
 Other Regulation Module

If no box is ticked, the Standard Regulation Module is taken to be designated as the applicable Regulation Module.

Body Corporate Assets Required to be Recorded on Register

REFER TO ASSET REGISTER ATTACHED

..... initials: 4/11

Information prescribed under Regulation Module

NOTHING SIGHTED IN RECORDS PROVIDED

Insurance:

Expiry for All: 31/05/16
Insurer: ACE INSURANCE LIMITED Policy No. 04FX008798
Building: \$180,714,674 Contents: (included) Business Interruption: \$25,993,291
Insurer: AIG AUSTRALIA LTD Policy No. 9611625PVE Office Bearers: \$5,000,000
Insurer: ACE INSURANCE LTD Policy No. 04PO008806
Voluntary Workers: \$200,000/\$2,000
Insurer: ASR UNDERWRITING AGENCIES Policy No. ACC/ASR/200706
Public Liability: \$20,000,000

Lot Entitlements:

Interest Lot Entitlement: 329 Aggregate: 146,594
Contribution Lot Entitlement: 615 Aggregate: 253,750

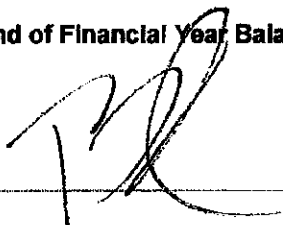
Swimming Pool Safety Certificate:

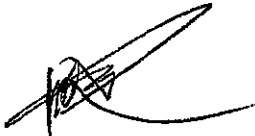
Sighted: Yes No
Certificate No: 100386001120 Expiry: 12 July 2016

Sinking Fund:

End of Financial Year Balance: \$1,118,674.42 as at 28/02/15.

Signing

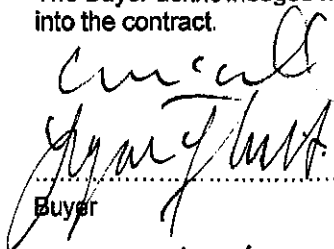

Seller/Seller's Agent

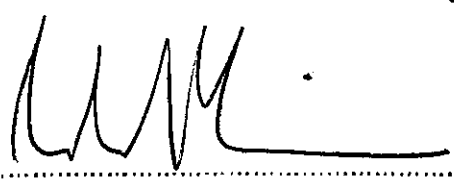

Witness

Date 06-08-2015

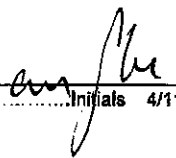
Buyer's Acknowledgement

The Buyer acknowledges having received and read this statement from the Seller before entering into the contract.


Buyer
Date 7/8/15


Witness
COLIN MACLARENIE
7.8.15

This report was prepared on 6 August 2015



CONTRACT FOR SALE OF RESIDENTIAL LOTS IN A COMMUNITY TITLES SCHEME

(WARNING: This Contract is not, without amendment, suitable for use in respect of off the plan sales)

Item **Item Schedule**

1. CONTRACT DATE Clause 1(14)
 THE 07 DAY OF August 2015 (Note: Seller/Seller's Agent must complete)

2. SELLER'S AGENT Clause 33
 Name: Xperience Realty Pty Ltd
 Address: Level 1/16 McDougall Street, Milton QLD 4064
 ABN: 99 163 062 093 Phone: (07) 3198 2406 Fax: _____ Mobile: _____
 Email: saphia@xperiencerealty.com.au Notices*:
 Licence Number: 3613909 Expiry Date: 15 / 04 / 2016

3. SELLER Clauses 1(36), 10.2, 13.1, 32.1, 33 & 35
Note: If insufficient room list additional Names and Addresses in Item (27) (Special Conditions)
 Name: RAQUEL MAREE BAILEY
 Address: _____
 ABN / AGN _____ Phone: _____ Fax: _____ Mobile: _____
 Email: _____ Notices*:
 Solicitor / Self Acting _____
 Address: _____
 Phone: _____ Fax: _____ Mobile: _____
 Email: _____ Notices*: Contact: _____

4. BUYER'S AGENT (If Applicable)
 Name: _____
 Address: _____
 ABN: _____ Phone: _____ Fax: _____ Mobile: _____
 Email: _____ Notices*:

5. BUYER Clauses 1(12), 11, 13, 14, 26 & 35
Note: If insufficient room list additional Names and Addresses in Item (27) (Special Conditions)
 Name: BOAB SUPER FUND PTY LTD (ACN 602 640 460) AS TRUSTEE FOR BOAB SUPER FUND CUSTODIAN TRUST
 Address: PO BOX 964, ROZELLE NSW 2039
 ABN AGN 602 640 460 Phone: 02 9555 5070 Fax: _____ Mobile: 0418 412 221
 Email: craig@winedogs.com Notices*:
 Solicitor / Self Acting AVA SOLICITORS
 Address: L2, 2 BOSTON CRT, VARSITY LAKES QLD 4227
 Phone: 07 5699 8115 Fax: 07 5562 2444 Mobile: _____
 Email: kerrie@avasolicitors.com.au Notices*: Contact: KERRIE CLARE

6. LOT DESCRIPTION Clauses 1(30), 1(34), 10, 19, 22, 23, 24 & 25
 Address: 708/70 MARY STREET
BRISBANE, QLD 4000
 Lot No. L708 on GTP/BUP/SP 167370 Title Reference: 50711165
 Community Title Scheme (Name and No.): M ON MARY
Community Titles Scheme 38195
 Local Government: PAR NORTH BRISBANE Present Use: PLACE OF RESIDENCE

* By checking the Notices box, that party agrees to receive Notices via email to the specified email address. (Clause 35.1(e))

7. PURCHASE PRICE *Where applicable, include GST* Clause 1(31)

Purchase Price \$ 360,000 - 00

(WARNING: Some property sales may attract GST and require a tax invoice to be issued separate to this Contract. Seek appropriate professional advice if unsure).

8. DEPOSIT Clause 3

Initial Deposit: \$1,000 Payable: 3 DAYS FROM CONTRACT DATE
 Balance Deposit: 5% Payable by a date no later than: 14 DAYS FROM CONTRACT DATE

9. DEPOSIT HOLDER Clauses 3.1 & 3.7

XPERIENCE REALTY (AC Name: Xperience Realty Trust, BSB: 064 002, AC NO: 1044 2491)

10. FINANCE *Complete all details for Clause 5 to apply.* Clauses 5, 17(2) & 31.2

Finance Amount: SUFFICIENT TO COMPLETE CONTRACT Finance Date: 14 DAYS FROM CONTRACT DATE
 Lender: ANY BANK OR BUILDING SOCIETY

11. INSPECTIONS *Only completed details will apply* Clauses 4, 17(1) & 31

Note: This item is not applicable where the Property is sold by Auction

- (a) Building Inspection: Yes / No
- (b) Pest Inspection: Yes / No
- (c) Pool Safety Inspection: Yes / No *(Applicable only if Item (15.2(c)) is ticked)*
- (d) Community Management Statement: Yes / No
(regarding the current registered CMS available from the Department of Natural Resources and Mines)

Inspection Date: 7 DAYS FROM CONTRACT DATE (Date to be completed by)

Note: If 'yes' is selected in Item (11)(a), (b), (c) or (d), an Inspection Date must be inserted.

Acknowledged Defects/Exclusions:

12. SETTLEMENT DATE/PLACE Clauses 1(38), 9 & 31

Date: / / OR 45 00 days from the Date of Contract

OR

Place: BRISBANE (Suburb, City or Town)

13. ELECTRICITY SAFETY SWITCH Clause 1(2)

An Approved Safety Switch is is not installed for general purpose socket outlets.

14. SMOKE ALARMS Clauses 9.2(9) & 13.1(10)

Smoke alarms installed on the Property: Yes No

15. POOL SAFETY CERTIFICATE Clauses 1(27), 1(32), 1(33) & 9.2(10)

15.1 A Regulated Pool (Shared or Non Shared) forms part of the Property being sold or is on adjacent Regulated Land:

Yes No

(If 'yes' complete Item (15.2) or Item (15.3) below) Note: If more than one Regulated Pool, details below must be completed in respect of each Regulated Pool. Place additional details in Special Conditions.

15.2 Non-shared Regulated Pool - for the Regulated Pool, at the Date of Contract, there is: *(one box must be ticked)*

- (a) a current Pool Safety Certificate Certificate No.: _____ Expiry: / /
- (b) a current Form 17 - Final Inspection Certificate *(issued for newly constructed or altered pools only)*
- (c) no current Pool Safety Certificate - Form 36 - Notice of no Pool Safety Certificate provided by the Seller (see Clause 4.3) *(where Item 15.2(c) is ticked the Buyer must indicate an intention with respect to a Pool Safety Inspection in Item (11)(c)).*

15.3 Shared Regulated Pool (eg. owned by the Body Corporate) for the Shared Regulated Pool, at the Date of Contract, there is: *(one box must be ticked)*

- (a) a current Pool Safety Certificate Certificate No.: 100386001120 Expiry: 12 / 07 / 2016
- (b) no current Pool Safety Certificate - Form 36 - Notice of no Pool Safety Certificate - provided

LB

16. EXCLUDED IMPROVEMENTS *Note: unless excluded, all Improvements are included* Clauses 1(19), 8.2 & 13.1(9)

17. INCLUDED CHATTELS Clauses 1(19), 1(30) & 13.1(2)

(eg. Dishwashers, microwaves)

18. RESIDENTIAL TENANCIES & SHORT TERM / HOLIDAY LETTINGS Clauses 6.1, 9.2(4), 9.2(5), 13.1(7), 13.1(8) & 15

18.1 Residential Tenancies

Term: **6 MONTHS** Options: _____
 Rent: **\$540 PER WEEK** Bond: **\$2,160.00** Tenant/s: **ROBERT JEREMY**
 Commencement Date: **15 / 04 / 2015** Completion Date: **14 / 10 / 2015**

18.2 Short Term / Holiday Lettings

	Name	Booking Dates (from & to)	Deposit Paid Yes/No	Deposit Amount	Buyer Accepts Yes/No
1)				\$0.00	
2)				\$0.00	
3)				\$0.00	

Bookings detailed in Item (18.2) which are not accepted by the Buyer must be notified to the Managing Agent not less than days prior to Settlement.

18.3 Managing Agent: XPERIENCE PROPERTY MANAGEMENT PTY LTD

Phone: **(07) 3198 2406** Fax: _____ Email: **rentals@xpriencerealty.com.au**

19. ENCUMBRANCES *(If Property is sold subject to Encumbrances details must be inserted)* Clauses 1(16) & 15

Title: _____ (eg. Easement)

Other: _____

(eg. Statutory Dealings; Unregistered Dealings; Licenses; Security Interests)

Ambiguous references similar to "searches will reveal" will not impose upon the Buyer an obligation to accept the Encumbrance.

20. WORK ORDERS / NOTICES / APPLICATIONS Clauses 1(23), 1(42), 13.1(8), 13.5, 20 & 32
(if insufficient space, attach schedule)

- (a) 1. Local Government/Statutory Authorities: _____ Date: / /
 2. _____ Date: / /
 3. _____ Date: / /
- (b) Copies of Applications or Orders given to the Buyer in accordance with Section 83 of the NDRA prior to the Date of Contract:
1. _____ Date: / /
 2. _____ Date: / /

21. INTEREST ON UNPAID MONIES Clauses 12.3(3) & 18

- (a) Rate: _____ *(If left blank, Item 21(b) is applicable)*
 (b) Queensland Law Society Inc Standard Contract Default Interest Rate

22. BODY CORPORATE ENTITLEMENTS & OTHER MATTERS Clauses 1(7), 1(8) & 13.3

	For the Lot	Aggregate
Contribution Schedule Lot Entitlement	615	253,750
Interest Schedule Lot Entitlement	329	146,594

23. BODY CORPORATE INSURANCE

Clause 1(7) & 1(8)

Insurer: **ACE INSURANCE LIMITED** Policy Number: **04FX008798**
 Building: (Including other Body Corporate Assets) **\$180,714,674.00** Public Liability: **\$20,000,000.00**
 Additional: **AS PER BODY CORPORATE DISCLOSURE STATEMENT** \$0.00
 (Please specify) \$0.00

24. SERVICE CONTRACTS - MANAGERS, SERVICE CONTRACTORS, LETTING AGENTS

Clause 25

	Service Provider	Services Executed	Fee	Pay Period
1)				
2)				
3)				
4)				

25. SELLER'S IMPLIED WARRANTIES (Insert details where applicable)

Clause 10, 11 & 13.3(6)

(Section 223 Body Corporate and Community Management Act 1997)

25.1 The Seller warrants that as at the Date of the Contract:

(i) Section 223(2)(a) & 223(2)(b) - To the Seller's knowledge there are no latent or patent defects in the common property or Body Corporate assets, other than the following:

.....

(ii) Section 223(2)(c) & 223(2)(d) - To the Seller's knowledge there are no actual, contingent or expected liabilities of the Body Corporate that are not part of the Body Corporate's normal operating expenses, other than the following:

.....

25.2 The Seller warrants that as at the completion of the Contract:

Section 223(3) - To the Seller's knowledge there are no circumstances in relation to the affairs of the Body Corporate likely to materially prejudice the buyer, other than the following:

.....

26. SELLER'S DISCLOSURE

Clause 13.3

Disclosures to statements in Clause 13.3:

.....

27. SPECIAL CONDITIONS (If insufficient space attach separate sheet)

Clause 29

The Special Conditions are inserted under instruction from a party to this Contract and where not prepared by that party, were prepared by an Australian Legal Practitioner and not the Agent. No legal advice has been given or warranty provided by the Agent. Legal advice should be sought.

Execution of a facsimile or email copy of this contract shall constitute valid and binding execution of a copy of this contract and transmission by facsimile or email of a copy of this contract executed by a party or parties shall constitute a valid delivery of the contract.

BB

28. SIGNING

Buyer's Acknowledgement

By signing below the Buyers/Buyers Agent acknowledges, prior to signing this contract:

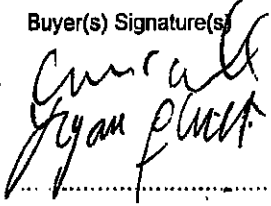
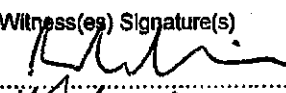
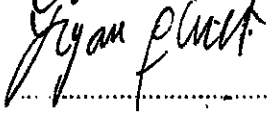

- a. having, where applicable, received copies of any Application or Order in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* as more particularly set out in Item (20)(b); and
- b. in the case of a Property with a Regulated Pool (Item 15.2(c) or Item 15.3(b)) where no Pool Safety Certificate is current, received a Form 36 - Notice of no pool safety certificate.


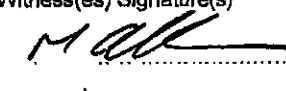
WARNING: By signing this Contract the parties confirm that no legal advice as to the conditions contained herein was provided by the Agent. The parties have been advised to seek legal advice with respect to this Contract.

IMPORTANT: COOLING-OFF PERIOD (SECTION 165(2))

Note: Cooling-off Period does NOT apply to a contract for sale of a lot in a community title scheme by auction.

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

Buyer(s) Signature(s)	Witness(es) Signature(s)	Date Signed
1. 		7/8/15
2. 		7/8/15
3. / /
4. / /

Seller(s) Signature(s)	Witness(es) Signature(s)	Date Signed
1. 		7/8/15
2. / /
3. / /
4. / /

Deposit Holder: (To be signed on receipt of Initial Deposit)

IMPORTANT NOTE:

- (1) All Parties **MUST** Initial any alterations to the Contract
- (2) All Parties should initial at the bottom of each page of the Contract (Failure to do so does not invalidate this Contract)

Copies to be provided to all parties

**Contract for Sale of Residential Lots in a
Community Title Scheme - Terms and
Conditions - Whereby the Seller agrees to sell
and the Buyer agrees to buy the Property.**

Definitions & Interpretations

1. Definitions

Defined terms have the same meaning throughout this Contract.

In this Contract (which includes the Item Schedule and Disclosure Statement) the following terms mean:

(1) **Adjustment Date:** The earlier of:

- (a) the date possession being given to the Buyer; or
- (b) the Settlement Date.

(2) **Approved Safety Switch:** defined as a residual current device under Schedule 9 of the *Electrical Safety Regulation 2013*.

Note: Where an Approved Safety Switch is not installed, advice should be obtained from a licensed electrician to ensure compliance with the *Electrical Safety Regulation 2013*.

(3) **Balance Purchase Price:** Monies payable, by the Buyer, on Settlement after deducting the Deposit, if paid, from the Purchase Price and allowing for Adjustments as provided in this Contract.

(4) **Bank:** A Bank as defined in the *Banking Act 1959 (CTH)*, the Reserve Bank or Bank constituted under State Law.

(5) **Bank Bond/Guarantee:** Deposit Bond or Guarantee issued by a Bank or Insurance company to secure the Deposit in accordance with Clause 3.4 of this Contract.

(6) **Bank Cheque:** An unendorsed Cheque drawn by any Bank or, if authorised by the Seller, some other cheque.

(7) **BCCMA:** *Body Corporate and Community Management Act 1997*.

(8) **Body Corporate:** The Body Corporate created for the Scheme.

(9) **Bond:** Any Bond paid in accordance with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008*.

(10) **Building:** The Building in which the Lot is situated in whole or in part.

(11) **Business Day:** Any day other than a Saturday, Sunday or public holiday in the State of Queensland.

(12) **Buyer:** The Buyer named in Item (5), including any additional Buyers named in Special Conditions, Item (27).

(13) **CMS:** means Community Management Statement as registered, or capable of being registered, with the Department of Natural Resources and Mines.

(14) **Date of Contract:** The date as set out in Item (1) or the date of the last party signing, whichever is the later.

(15) **Disclosure Statement:** The statement complying with Section 206 or Section 213 of the BCCMA.

(16) **Encumbrance:** means matters affecting title to the Property, both registered and un-registered, including statutory easements, rights referred to in the Certificate of Title and personal property security interests as defined in Section 12 of the *Personal Property Securities Act 2009 (CTH)*.

(17) **GST:** Where used in this Contract, has the meaning used in the *A New Tax System (Goods & Services Tax) Act 1999 (CTH)* and "GST" includes any applicable rulings issued by the Commissioner of Taxation.

(18) **GST Act:** refers to the *A New Tax System (Goods & Services Tax) Act 1999 (CTH)*.

(19) **Improvements:** All fixed or permanent structures comprising the Lot and any fixed items, including fixed carpets and tiles, curtains, blinds and fittings, stoves, hot water systems, fixed antennae, fixed satellite dishes, fixed security systems, fixed clothes lines and all in-ground plants, unless excluded in Item (16).

(20) **Item:** means items detailed in the Item Schedule of this Contract

(21) **Land:** The Scheme land.

(22) **Land Tax Clearance Certificate:** A certificate issued by the Commissioner of Land Tax that describes the land charged, and showing whether or not any land tax remains unpaid on the land described in the application and where land tax remains unpaid, the amount thereof. (Section 60(5)(a), (b) of the *Land Tax Act 2010*.)

(23) **NDRA:** means the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

(24) **New Pool Safety Standard:** means the compliance standard applicable under the *Building Act 1975* to a Regulated Pool from the earlier of the 30th November 2015 or the date a property is sold or leased.

(25) **Nonconformity Notice:** means the Pool Safety Nonconformity Notice (Form 26) issued where the Pool Safety Inspector is not satisfied the pool complies with the New Pool Safety Standard.

(26) **Outgoings:**

(1) All government and local government rates and charges assessed on the Land including land tax, water and sewerage rates, general rates, fire levy and all periodic charges up to and including the Adjustment Date; and or

(2) Contributions to the administrative and sinking funds levied from time to time by the Body Corporate and special contributions levied by the Body Corporate under the Regulation Module or pursuant to a by-law for exclusive use.

(27) **Pool Safety Certificate:** means the certificate issued under the *Building Act 1975* with respect to a complying Regulated Pool.

(28) **Pool Safety Standard:** means the compliance standard applicable to the Regulated Pool at the time the pool was constructed.

(29) **Plan:** The 'Plan' containing the 'Lot' registered under the *Land Title Act 1994 (QLD)*.

(30) **Property:** The Lot described in Item (6) together with Improvements described in Clause 1(19), and the included chattels described in Item (17).

(31) **Purchase Price:** The sum referred to in Item (7).

(32) **Regulated Land:** means regulated land as defined under Section 231A of the *Building Act 1975*.

(33) **Regulated Pool:** Where used in this Contract has the same meaning as given to it by Section 231B of the *Building Act 1975*.

Note: a Regulated Pool is a swimming pool as defined under the *Building Act 1975* which will include a spa pool.

(34) **Regulation Module:** The regulation module for the Scheme as described in Item (6).

(35) **Scheme:** The Community Titles Scheme containing the Lot.

(36) **Seller:** The Seller named in Item (3), including any additional Sellers named in Special Conditions, Item (27).

(37) **Settlement:** The conveyance of the Property from the Seller to the Buyer.

(38) **Settlement Date:** The appointed date specified in Item (12) for Settlement to occur.

(39) **Special Contribution:** a levy on the owner of a lot fixed by the Body Corporate, in accordance with the Regulation Module, where a liability arises for which no provision, or inadequate provision has been made in the Body Corporate's budget.

(40) **Tenancy Documents:** Tenancy Agreements, residential or otherwise, and documents ancillary thereto.

(41) **Transfer Documents:** All those documents necessary to transfer title to the Property, as defined, to the Buyer, including Queensland Land Registry Transfer and Form 24.

(42) **Work Order:** a valid notice or order issued by a court, tribunal or other competent authority or notice served or issued in compliance with an Act or Regulation that requires work to be done, or monies spent, on or in relation to the Property.

2. Interpretation

In this Contract, unless the contrary intention appears:

- (1) the singular includes the plural and vice versa.
- (2) 'person' includes a firm, a Body Corporate together with executors, administrators,
- (3) an agreement, representation or warranty:
 - (1) in favour of two or more persons is for the benefit of them jointly and severally.
 - (2) on the part of two or more persons binds them jointly and severally.
- (4) a reference to:
 - (1) an item number is a reference to an item in the Item Schedule.
 - (2) a person includes the person's executors, administrators, successors and assigns.
 - (3) a document includes any variation to that document.
 - (4) any law includes all regulations and other instruments under it and amendments or replacements of any of them.
- (5) the Item Schedule and any attached addendum pages and annexures shall form part of this Contract.
- (6) words and phrases defined in the BCCMA have the same meaning.

Events

3. Deposit

- 3.1 The Buyer must pay the Deposit to the Deposit Holder as Stakeholder in the amount and at the times required in Item (8).
- 3.2 Time is of the essence when making payment of the Deposit.
- 3.3 Failure to pay any monies on time or by cheque, which is not honoured on presentation, will be an act of default by the Buyer.
- 3.4 The Buyer may secure payment of the Deposit (in whole or in part) by Bank Bond/Guarantee in a form and on terms acceptable to the Seller, in which case on receipt of the Bank Bond/Guarantee the Buyer's obligation to pay the Deposit shall have been satisfied to the extent of the Bank Bond/Guarantee.
- 3.5 The Deposit is payable to the Seller:
 - (a) on Settlement; or
 - (b) in case of the Buyer's Default on default.
- 3.6 Should this Contract be properly terminated by the Buyer, the Deposit will be refunded to the Buyer in which case the Buyer shall have no further claim under this Contract unless there has been a breach of the provisions of this Contract by the Seller, giving rise to a claim for damages.

3.7 Investment of the Deposit: (Note: see Section 17 of the Agents Financial Administration Act 2014)

Where the Stakeholder is instructed by the parties to invest the Deposit, subject to any legislative requirements, then (except in the case of Bank Bond/Guarantee):

- (1) the Deposit Holder will invest the Deposit in its name as trustee for the Buyer and the Seller in an interest bearing account with a Bank, Building Society or Credit Union until the Settlement Date or as otherwise instructed by the parties.
- (2) the parties will supply to the Deposit Holder, prior to the investment of the Deposit, their tax file numbers and acknowledge that if the tax file numbers are not provided then they accept that the interest earned on the Deposit may be taxed at the highest rate allowable.
- (3) the Deposit and the interest are at the risk of the party who is ultimately entitled to the Deposit.
- (4) the interest on the Deposit will be paid to the party who becomes, and is, entitled to the Deposit at Settlement and such party will be solely responsible for any tax liability on such monies.
- (5) where the Contract does not proceed to Settlement, the interest is payable to the party entitled to the Deposit in accordance with Clauses 3.5 and 3.6.
- (6) the Deposit Holder will lodge any necessary taxation return, and may pay any tax out of the Deposit and interest. The Buyer and the Seller equally indemnify the Deposit Holder against any tax payable.
- (7) all costs in relation to this investment will be borne by the party referred to in Clause 3.7(3) and may be recovered by the Deposit Holder out of the Deposit and interest.
- (8) the Deposit Holder does not have to account to the Buyer or the Seller for interest for distribution until the investment of the Deposit matures and the bank debits tax and any other charges or expenses are deducted from the interest.
- (9) a Stakeholder, being a licensed Agent, may not invest the Deposit if the sale is to be completed on a contractually ascertainable day less than 60 days after the Deposit is received.

4. Inspections

Note: reference to Pool Safety Inspections only applies where Item (15.2)(c) is ticked and applicable.

- 4.1 The Contract is subject to and conditional upon the Buyer obtaining, at their own expense, by the Inspection Date (or such extended date as may be agreed) the relevant inspection report/s:
 - (1) as specified in Item (11)(a) & (b) (excluding Acknowledged Defects / Exclusions) satisfactory to the Buyer; and
 - (2) where Item (11)(c) applies, a report, satisfactory to the Buyer, that the Regulated Pool:
 - (a) complies with the New Pool Safety Standard (Pool Safety Certificate Issued); or
 - (b) does not comply with the New Pool Safety Standard (Nonconformity Notice given).
 - (3) where Item (11)(d) applies the relevant CMS has been examined and deemed satisfactory by the Buyer.
- 4.2 In compliance with this Clause the Buyer will promptly, after the signing of this Contract by the Seller, take all reasonable steps to obtain the CMS and inspection report/s in compliance with Clause 4.1.
- 4.3 Where Item (15.2)(c) applies and there is no Pool Safety Certificate and the Buyer has indicated an intention to obtain a Pool Safety Inspection in Item (11)(c), the Seller authorises the Buyer to appoint a licensed Pool Safety Inspector for the purposes of carrying out the inspection and to receive the results of such inspection.

4.4 Upon receipt of any inspection report the Buyer must promptly, but no later than 5pm on the Inspection Date, give notice to the Seller:

- (a) that the Buyer is satisfied with the Inspection report/s; or
- (b) that the Buyer is not satisfied with the Inspection report/s and terminates the Contract.

The Buyer will be deemed satisfied where a Pool Safety Certificate issues on or before the Inspection Date.

Note to Buyer: Building Act 1975 - If no Pool Safety Certificate is received and the Contract proceeds to Settlement, it shall be the Buyer's responsibility to, at its own cost, obtain such certificate within 90 days (the usual period) or such further period after Settlement where Section 246ATJ(2)(b) of the *Building Act 1975* applies. The Buyer is referred to Section 4 of the Form 36.

Note to Seller: Where a Pool Safety Inspection has been carried out resulting in a Nonconformity Notice issuing and the Contract does not proceed to Settlement, the local authority may require the pool owner, at its cost, to carry out works to comply with the relevant Pool Safety Standard.

4.5 The Buyer must at all times act reasonably.

4.6 Should the Buyer not give notice to the Seller in accordance with Clause 4.4 by 5.00 p.m. on the Inspection Date the Seller may, by notice, terminate this Contract.

4.7 In respect to Clause 4.4(b) and 4.6, this Contract is not terminated until written notice is given and the Buyer may at any time up to termination, by written notice, waive the benefit of Clause 4.4 or give notice in accordance with Clause 4.4(a), where upon this Contract will be in full force and effect.

However, with respect to Item (11)(c) Pool Inspection, a party may not terminate after receiving a Pool Safety Certificate.

4.8 Where the Buyer has given notice of termination in accordance with Clause 4.4(b) but has failed, when requested by the Seller, to provide a copy of the relevant inspection report/s (or in the case of a Regulated Pool any Nonconformity Notice issued as a result of the Pool Safety Inspection), the termination will not take effect until such copy has been provided to the Seller.

4.9 Should this Contract be terminated in accordance with the provisions of Clause 4, Clause 3.6 will apply.

4.10 In respect of white-ants, risk in itself will not constitute a reason for termination of this Contract.

4.11 Inspectors who conduct building inspections for the purposes of this Contract must be licensed as Building Inspectors in accordance with the *Queensland Building and Construction Commission Act 1991*.

4.12 Inspectors who conduct Pool Safety Inspections for the purposes of this Contract must be licensed as Pool Safety Inspectors by the Pool Safety Council.

4.13 Clause 4 does not apply where the Property is sold by auction.

4.14 In respect of Item 11(d) where the Buyer has promptly requested the CMS report from the relevant authority and such request has not been satisfied at the Inspection Date (Item 11) the parties will extend the Inspection Date for the CMS to a day two business days after receipt of the CMS by the Buyer.

5. Finance

This Clause shall not apply unless all details in Item (10) are complete.

5.1 This Contract is subject to the Lender approving a loan to the Buyer in the Finance Amount, on terms and conditions satisfactory to the Buyer, for the purchase of the Property by the Finance Date (or such extended date as may be agreed). See Item (10).

5.2 In complying with this Clause the Buyer will promptly, after the signing of this Contract by the Seller, make application to the Lender for the Loan and take all reasonable steps to obtain the Finance approval by the Finance Date.

5.3 The Buyer must give notice to the Seller immediately upon approval/rejection of Finance in accordance with Clause 35 (Notice) and in any case, not later than the Finance Date.

5.4 If the Buyer, after complying with Clause 5.2, has not obtained the Finance approval by the Finance Date then the Buyer may by giving notice to that effect to the Seller:

- (a) terminate this Contract; or
- (b) prior to the Seller terminating the Contract, waive the benefit of this condition

5.5 Should the Buyer not give notice to the Seller in accordance with Clause 5.4 (a) or (b) by 5.00 p.m. on the Finance Date the Seller may, by notice, terminate this Contract.

5.6 The Buyer will, if required by the Seller, provide details of compliance with Clause 5.2 or written proof of rejection of the Buyer's application for finance.

5.7 This Contract is not terminated until notice is given in accordance with either Clause 5.4 or 5.5.

5.8 Should the Buyer not obtain Finance Approval by the Finance Date and not give notice in accordance with Clause 5.4, and then subsequently obtains Finance Approval and notifies the Seller prior to the Seller giving notice to terminate this Contract in accordance with Clause 5.5, then the Buyer will have complied with the requirement to obtain a loan in the Finance Amount and this Contract will be in full force and effect.

5.9 All monies paid by way of Deposit will be forthwith refunded to the Buyer once this Contract is terminated in accordance with this Clause.

6. Adjustments

6.1 The Seller is entitled to the Rents and Income and is liable for and will make payment of all Outgoings on the Property up to and including the Adjustment Date. Thereafter the Buyer shall be entitled to Rents and Income and be liable for all Outgoings.

6.2 All Outgoings paid and Rents and Income received (including post Settlement reassessments) by either party must be apportioned based on the Adjustment Date and paid or received at Settlement or as otherwise appropriate. This excludes water rates charges based on usage.

6.3 All Rents and Income received by the Seller in relation to periods subsequent to the Adjustment Date must be apportioned between the parties as at the Adjustment Date.

6.4 Unpaid Rent, as at Settlement, will not be adjusted until paid.

6.5 Land tax will be apportioned as if the Land were the Seller's only land in Queensland and the Seller is a natural person, resident in Queensland.

6.6 (1) Where Outgoings have not been assessed at the Adjustment Date any apportionment will be based on the sum advised by the relevant authority or Body Corporate, or where no such information is available on the latest assessment.

(2) Outgoings on a "per lot" basis shall be adjusted by dividing the total assessment by the number of lots included in the assessment.

6.7 Any amount, other than Land Tax, adjustable under this provision which relates to lots other than that included in the Property shall be (where no specific assessment is issued) adjusted.

(a) Where charges are imposed on a 'per lot' basis:

$$\text{Adjustment} = \frac{\text{Amount assessed}}{\text{The number of lots in that assessment}}$$

(b) Otherwise:

$$\text{Adjustment} = \frac{\text{Amount assessed} \times \text{Interest schedule lot entitlement of the Lot}}{\text{aggregate interest schedule lot entitlement of the Scheme}}$$

- 6.8 (1) Should the Commissioner of Land Tax not have issued a Land Tax Clearance Certificate to the Buyer by the Adjustment Date, then in such case the parties agree the Buyer will retain in his Solicitor's Trust Account such sum, from the settlement monies, as the Commissioner of Land Tax specifies in writing would be prudent to cover any land tax liability outstanding for the period up to and including 30th June immediately preceding the Adjustment Date.
- Upon a Land Tax Clearance Certificate issuing, the Buyer undertakes and agrees to direct the Solicitor to pay from the funds held in the Trust Account so much of those funds as may be necessary to obtain for the Buyer a Land Tax Clearance Certificate. Any balance funds remaining shall be paid to the Seller.
- This obligation is a continuing obligation and does not lapse at Settlement.
- (2) Where a Land Tax Clearance Certificate has been issued by the Adjustment Date the Buyer may deduct, as an adjustment, the amount specified in such a certificate and same shall forthwith be paid to the relevant authority and the Seller will be released from any obligations in respect to Land Tax on the Land.
- 6.9 Should the Seller be entitled to any discount on Outgoings then, for the purpose of this Clause, the discount shall not be taken into account, unless already received.
- 6.10 Adjustments will be made with respect to water rates when the rates charged are based on the average daily usage using the following formula:

$$\text{Adjustment} = \text{TC/RD} \times \text{AD}$$
 Where:
 TC = Total Usage Charge as at the Adjustment Reading Date
 RD = Days between the previous reading and Adjustment Reading Date
 AD = Adjustment Days. The number of days between the Adjustment Reading Date and Settlement Date.
 (ie. Settlement Date minus Adjustment Reading Date. The Adjustment Reading Date is the date the water meter was read for the purpose of issue of Local Government water usage assessment)
- 6.11 The Buyer is responsible for;
- (1) obtaining an accurate water meter reading within a reasonable time period prior to Settlement for the purpose of Clause 6.10
 - (2) determining an Adjustment amount to be paid in accordance with Clause 6.10
 - (3) disclosing the information in Clause 6.11 (1) & (2) to the Seller not less than 48 hours prior to the Adjustment Date
- 6.12 The Seller may direct the Buyer to provide on Settlement a cheque payable to the relevant authority or Body Corporate for Outgoings assessed but unpaid at the Adjustment Date. It shall be the Buyer's responsibility to forward such cheque to the relevant assessing authority or Body Corporate forthwith. This will be an adjustment for the purposes of Clause 6.1.
- 6.13 It shall be the Buyer's responsibility to obtain at its own cost all details of Outgoings from relevant government and Local Government authorities.
- 6.14 Any Special Contributions or exclusive use levy levied prior to the Date of Contract will be the responsibility of the Seller and thereafter will be the responsibility of the Buyer.
- 6.15 Where information regarding Outgoings, Rents and Income details are not otherwise available, the Seller will, upon request, provide details from records in the Seller's possession.

7. Preparation and Completion of Documents

- 7.1 The Buyer will have delivered to the Seller, at a reasonable time before Settlement for execution by the Seller, Transfer Documents for the Lot and any assignment or other document reasonably necessary for Settlement of this Contract.
- 7.2 Upon compliance by the Buyer with the provisions of this Contract and where the Seller is legally represent (payment by the Buyer of the Seller's reasonable legal expenses), the Seller will upon request, produce the Transfer Documents (prior to Settlement or payment of the Balance Purchase Price) for the purposes of assessment and payment of transfer duty.
- 7.3 It is agreed to by the parties hereto that the Buyer shall be under no obligation to pay any production fee to the Seller pursuant to Clause 7.2 if the Seller is not represented by a solicitor.

8. Handover

- 8.1 (1) The Seller must maintain the Property in the condition as at the Date of Contract and must hand over the Property at Settlement without damage or loss to the condition, as at the Date of Contract (fair wear and tear excepted).
- (2) The Seller will not be liable for loss or damage to the Property unless caused by the Seller's neglect or fault. Should there be damage or loss to the condition of the Property the Buyer may not delay Settlement or withhold monies.
- 8.2 The Seller will, prior to Settlement, remove all chattels and other property not included in the sale, and repair damage, if any, caused by such removal.
- 8.3 Property not removed in accordance with Clause 8.2 shall be deemed abandoned and may be dealt with by the Buyer in any way the Buyer considers appropriate without obligation to account to the Seller.
- 8.4 Where the Seller has not satisfied its obligations under Clauses 8.1, 8.2 & 8.3 the Buyer may serve a notice on the Seller giving details of the failure to comply and requiring rectification prior to Settlement.
- 8.5 The Buyer may claim from the Seller the reasonable costs of effecting rectification of any damage or failure to maintain the Property in relation to Clauses 8.1 and 8.2 and costs incurred in dealing with property not removed in accordance with Clause 8.3 as liquidated damages notwithstanding Settlement may have taken place.
- 8.6 With respect to Clauses 8.1 and 8.2, the Buyer must notify the Seller prior to Settlement, of its intention to make a claim. A notice provided in accordance with Clause 8.4 and not complied with will satisfy this obligation.
- 8.7 Where a dwelling house which forms part of the Property the subject of this Contract is before the date of possession or completion, whichever earlier occurs, so destroyed or damaged as to be unfit for occupation as a dwelling house, the Buyer may, at the Buyer's option, rescind the Contract by notice in writing given to the Seller or the Seller's solicitor not later than the date of completion or possession whichever the earlier occurs.

9. Settlement

- 9.1 Settlement shall take place on the Settlement Date specified in Item (12) (or if the Settlement Date is not a Business Day on the next Business Day following) between 10.00 am and 5.00 pm:
- (a) at the settlement office of the Seller's mortgagee or solicitor; or
 - (b) as otherwise agreed upon by the parties; or
 - (c) failing agreement, at the nearest office, to the nominated place for Settlement, at which land title documents may be lodged for registration.

- 9.2 On the Settlement Date the Buyer must, pay the Balance Purchase Price, adjusted as provided in this Contract, by Bank Cheque/s (as directed by the Seller or its Solicitor in writing) and on compliance by the Buyer with the conditions of this Contract the Seller must deliver (or cause to be delivered) to the Buyer (or as directed by the Buyer):
- (1) the instrument of title, if any, for the Lot.
 - (2) Transfer Documents free from Encumbrances, unless detailed in Item (19), executed by the Seller in a form capable of immediate registration (save for stamping) in accordance with the *Land Title Act 1994*. Provided however; should the title documents with respect to the Land relate also to other land, the Seller shall produce the title document to allow registration of the transfer, cost of production will be borne by the Seller and costs in relation to any new title will be borne by the Buyer.
 - (3) all the Seller's keys and other devices and codes for entry, exit and security unless an alternative time and place for delivery is agreed to in writing.
 - (4) all Tenancy Documents, including all documents and forms required to comply with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* including Bond transfers and notice to Tenants advising of the sale.
 - (5) in the case of short term and/or holiday lettings where the Buyer agrees to accept same, any monies paid by way of letting deposits or where such deposits have been paid to a letting Agent, and assignment thereof in favour of the Buyer.
 - (6) Rents and Income unpaid for any period prior to the Settlement Date and not adjusted between the parties at Settlement is not assigned to the Buyer but remains a debt due to the Seller in which case the provisions relating to Rent of Section 117 of the *Property Law Act 1974* are not applicable.
 - (7) title to any chattel forming part of the Property including assignable warranties and documentation relating thereto, to which the Buyer may be reasonably entitled.
 - (8) in compliance with Clause 15, all documentation necessary to effect release of any Encumbrance over the Property, except as detailed in Item (19), including where applicable, property subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.
 - (9) a properly completed property transfer information form in accordance with the *Fire and Emergency Services Act 1990*.
 - (10) documents in the Seller's possession reasonably required by the Buyer relating to the Property, in particular, but not exclusively, those relating to prior transfers, tenancies, licenses, warranties, relevant certificates relating to pool safety compliance, noncompliance or exemption, and any unregistered dealings and in so doing assigns to the Buyer the benefit of such tenancies, licenses and warranties.
- 9.3 The Buyer shall be required to bear the cost of no more than four Bank Cheques in payment of the Balance Purchase Price.
- 9.4 If the Title document on Settlement relates to other lots, the Seller must produce that document to enable registration of the Transfer.
- 9.5 Vacant possession of the Lot (except if tenanted) and title to all the Property shall be given and pass to the Buyer on payment of the Balance Purchase Price.

Other Matters Affecting this Contract

10. BCCMA

- 10.1 This Lot is sold subject to BCCMA and the Body Corporate By-laws.

- 10.2 The Seller must give to the Buyer forthwith upon receipt from the Body Corporate, copies of any notices from or resolutions passed by the Body Corporate or any new or amended CMS recorded for the Scheme received after the Date of Contract.
- 10.3 The Buyer may terminate this Contract by written notice to the Seller (given at or prior to Settlement) if, after the Date of Contract but prior to Settlement, the Buyer becomes aware of any action taken, resolution passed or difference in any new or amended CMS (particulars of which have not been disclosed by the Seller in this Contract) by the Body Corporate which would materially prejudice the Buyer if compelled to complete the Contract.
- #### 11. Buyer's Default
- 11.1 If the Buyer does not pay any monies due or is otherwise in default then, providing the Seller is not in default, the Seller may, in addition to and without limiting other remedies, including action for damages and/or specific performance, by notice in writing to the Buyer specifying the default, terminate or affirm this Contract.
- 11.2 Should the Seller terminate this Contract the Seller may, without prejudice to any other rights:
- (1) claim forfeiture of the Deposit or call up any Bank Bond or Bank Guarantee provided in accordance with Clause 3.4; and/or
 - (2) resell the Property and provided such resale is completed within 12 months, any deficiency, including the expense of such resale, shall be recoverable by the Seller from the Buyer as liquidated damages.
 - (3) may retain the Property and sue the Buyer for damages for breach of this Contract.
 - (4) claim any Deposit monies that are in arrears as a liquidated debt.
 - (5) appropriate the profit, if any, on resale.
- 11.3 Should the Seller affirm this Contract the Seller may, without prejudice to any other rights:
- (1) sue the Buyer for specific performance of the Contract and/or damages for breach as well as, or in lieu of, specific performance of the Contract; and
 - (2) recover from the Buyer, the Deposit or any part thereof the Buyer has failed to pay as a liquidated debt.
- 11.4 Damages will include:
- (1) professional fees and costs incurred to satisfy the terms of this Contract.
 - (2) legal costs on an indemnity basis.
- #### 12. Seller's Default
- 12.1 If the Seller is in default under this Contract then, providing the Buyer is not in default, the Buyer may, in addition to and without limiting other remedies, including action for damages and/or specific performance, by notice in writing to the Seller specifying the default, terminate or affirm this Contract.
- 12.2 Should the Buyer affirm this Contract the Buyer may, without prejudice to any other rights, sue the Seller for specific performance of the Contract and/or damages for breach as well as, or in lieu of, specific performance of the Contract.
- 12.3 Should the Buyer terminate this Contract the Buyer may, without prejudice to any other rights:
- (1) recover from the Seller/Stakeholder the Deposit and any other monies paid by the Buyer under the Contract.
 - (2) the Buyer will be entitled to any Interest earned on a Deposit invested in accordance with Clause 3.7.
 - (3) the Buyer, in addition is entitled to claim interest on any monies paid by the Buyer under the Contract (other than the Deposit) at the rate prescribed in Item (21) to be calculated from and including the date of payment by the Buyer up to, but excluding the date on which the money is repaid.
 - (4) sue the Seller for damages.

- 12.4 Should the Seller fail to provide information as required by Clause 10.2 before Settlement, the Buyer may sue the Seller for damages.
- 12.5 Damages will include:
- (1) professional fees and costs incurred to satisfy the terms of this Contract.
 - (2) legal costs on an indemnity basis.
13. Seller's Warranties
- 13.1 The Seller warrants, unless otherwise disclosed in this Contract, that at the time of Settlement:
- (1) the Seller will be the Registered Owner of an estate in fee simple in the Lot.
 - (2) it is the owner of all the Property.
 - (3) there is no impediment to the Seller completing the sale.
 - (4) the Seller is not insolvent or bankrupt.
 - (5) and except as provided in Clause 13.4, the Seller has no knowledge of any legal actions affecting or which may affect the Property or any part of it.
 - (6) except as disclosed in Item (20)(a) and (20)(b), the Seller has no knowledge of any outstanding or unsatisfied judgments, Work Orders, demands or writs with respect to any Act, Regulation or By-Law:
 - (a) required to be complied with by the Seller which have not been fully complied with; or
 - (b) which may adversely affect the Property or the Seller's ability to complete this Contract; or
 - (c) which may bind the Buyer.
 - (7) the Seller has complied with the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* with respect to the Tenancies as set out in Item (18.1).
 - (8) the details set out in Item (18.2) are correct and the Seller has caused notice of sale of the Property to be given to the Managing Agent mentioned in Item (18.3).
 - (9) any improvements to the Property not excluded in Item (16) will not have been removed by the Seller.
 - (10) the Seller has complied with Division 5A of the *Fire and Emergency Services Act 1990* with respect to smoke alarms.
Note: From the 1st July 2007 owners of all houses and units (domestic dwellings) in Queensland must install and maintain smoke alarms in compliance with the *Fire and Emergency Services Act 1990* as amended.
 - (11) in respect to a non-shared Regulated Pool on the Property, where there is a current Pool Safety Certificate, no alterations or additions have been made to the non-shared Regulated Pool/s or its surrounds prior to Settlement which would affect the Pool Safety Certificate/s.
 - (12) the Seller has complied with all relevant environmental legislation in respect to the Property. The Land is not subject to a notice or order under the *Environmental Protection Act 1994*, nor are particulars of the Land recorded under the Environmental Management Register or Contaminated Land Register.
- 13.2 It is acknowledged and agreed by the parties hereto that any building approval defect listed as a requisition in the local authority's building records does not constitute a Work Order as contemplated by Clause 32.1.
- 13.3 The Seller warrants at the Date of Contract, unless otherwise disclosed in Item (26):
- (1) the CMS for the Scheme is in full force of effect and there is no proposed change or Body Corporate meeting called proposing any change, or resolution in respect to the current operation and management of the scheme.
 - (2) there are no impediments registered or unregistered with respect to or affecting indefeasibility of common property or Body Corporate assets.
 - (3) the Scheme CMS is complete in its allocations with respect to details affecting the Lot, and/or the registered owner.
 - (4) improvements to the common property and exclusive use rights which benefit the Lot or the registered owner are current and have all necessary consents, approvals and by-laws from the Body Corporate.
 - (5) the information contained in Item (22) is correct.
 - (6) the information contained in Item (25) is correct.
- 13.4 The Seller warrants as at the Date of Contract, unless disclosed prior to entering into this Contract in accordance with Section 83 of the NDRA (refer to Item (20)(b)), the Lot is not subject to or affected by an Application or Order under Chapter 3 of the NDRA.
- 13.5 If a warranty set out in Clause 13.1 (1) to (7) (excluding matters disclosed in Item (20) or Item (27)) is incorrect or is breached by the Seller, the Buyer may by notice to the Seller, terminate this Contract.
- 13.6 If a warranty set out in Clause 13.1(8) to (12) is incorrect or is breached by the Seller, the Buyer may by notice to the Seller given within 14 days after the Buyer's copy of the Contract is received by the Buyer:
- (a) forthwith terminate this Contract; or
 - (b) elect to complete this Contract and reserve its rights to claim compensation.
- 13.7 If a warranty set out in Clause 13.3 (1) to (5) (excluding matters disclosed in Item (26)) is incorrect or is breached by the Seller, the Buyer may by notice to the Seller given prior to Settlement, where the Buyer would be materially prejudiced if compelled to complete the Contract:
- (a) forthwith terminate this Contract; or
 - (b) elect to complete this Contract and reserve its rights to claim compensation providing notice to this effect has been given to the Seller in writing at or prior to Settlement.
- 13.8 If the warranty set out in Clause 13.3(6) is incorrect or is breached by the Seller the Buyer may by notice to the Seller given within 14 days after the Buyer's copy of the Contract is received by the Buyer, terminate this Contract.
- 13.9 If the warranty set out in Clause 13.4 is incorrect or is breached by the Seller, the Buyer may terminate the Contract at any time before the Contract settles by giving a signed, dated notice of termination to the Seller or the Seller's Agent stating that the Contract is terminated under Section 86 of the NDRA.
- 13.10 Any notice of termination given to the Seller under Clause 13.5, 13.6, 13.7 or 13.8 must set out clearly, details of the incorrect or breached warranty.
- 13.11 Nothing in this Contract precludes the Buyer from terminating this Contract under the provisions of Section 224 of the BCCMA.
14. Foreign Investment Approval
- The Buyer warrants:
- (a) It is not required to obtain consent to this purchase under the *Foreign Acquisitions and Takeovers Act 1975*; or
 - (b) It has obtained any and all consents under the *Foreign Acquisitions and Takeovers Act 1975* to this purchase.
15. Encumbrance
- The Property is sold free of Encumbrances and Tenancies except as notified in Items (18.1) and (19) (But subject to all reservations in favour of the Crown).
16. Further Acts
- Each party must do whatever is reasonably necessary, at that party's own expense, to carry out its obligations under this Contract.

17. Inspection (Pre Settlement)

On the giving of reasonable notice to the Seller, the Buyer, or designated representative, may at reasonable times, prior to Settlement, inspect the 'Property' for the purposes of:

- (1) Inspections in accordance with Clause 4.
- (2) valuation, if required (under Clause 5 or otherwise).
- (3) reading of the water meter.
- (4) one pre-settlement inspection in addition to Clause 17(1) & 17(2)
- (5) survey in accordance with Clause 22.

18. Interest on Unpaid monies

Any monies payable under this Contract, (or any judgment given in respect of this Contract) not paid when due, will attract interest from the due date, to the date of payment at the rate prescribed in Item (21) and the party, to whom those monies are owed, when such monies are paid, may recover the interest thereon from the other party as liquidated damages.

19. Lot Use

19.1 As far as the Seller is aware, the Present Use of the Property is legal but the Seller gives no warranty in respect thereof.

19.2 If at the Date of Contract:

- (a) under the Local Authority planning provisions the Present Use is unlawful; or
- (b) access and utilities to the Lot are not legally secured; or
- (c) compliance with or application of any Government or local Government requirements or proposals, statutory or otherwise (including Transport Infrastructure and notice of intention to resume), with respect to the Lot or adjoining land will materially adversely affect the Property; or
- (d) the Lot and Improvements are affected by the *Queensland Heritage Act 1992* or included in the WORLD HERITAGE LIST; or
- (e) the Lot or part of it is declared as acquisition land under the *Queensland Reconstruction Authority Act 2011*.

and these matters have not been disclosed in this Contract, the Buyer may by notice to the Seller, given not less than 2 days before Settlement, terminate this Contract. If such notice is not given at all or as required, the Buyer will be deemed to have accepted the Property subject to any matters outlined in Clause 19.2.

20. Planning/Building Notices

Should there be outstanding Notices at the Date of Contract under:

- (a) Sections 588 (show cause notice) or 590 (enforcement notice) of the *Sustainable Planning Act 2009*; or
- (b) Sections 246AG affecting the Lot (show cause notice - cancellation), 247 (show cause notice) or 248 (enforcement notice) of the *Building Act 1975*.

The Buyer may terminate the Contract by written notice to the Seller.

21. Possession Prior to Settlement

21.1 Should possession be given before the Settlement Date set out in Item (12) it shall be given solely at the Seller's discretion and then only on terms agreed between the parties in writing.

21.2 Such possession shall not give rise to a tenancy (unless otherwise agreed) but is a license only.

21.3 The Buyer accepts the Property in the condition it is in at the date of possession.

21.4 The Buyer must maintain and not alter the Property, fair wear and tear accepted.

21.5 The Buyer must not part with possession of the Property.

21.6 Occupation of the Property shall be at the Buyer's risk.

21.7 The Buyer indemnifies the Seller against any loss or damage the Seller may incur arising from the Buyer's occupancy of the Property.

21.8 The Buyer will adequately insure the Property in both the Buyer's and Seller's names.

22. Property Survey

The Buyer may inspect the Property and in so doing cause a survey to be made of the Lot and fixed and permanent structures thereon and should there be an error or misdescription with respect to the dimensions of the Lot or an encroachment onto or from the Lot the Buyer may:

- (a) in the case of an error, misdescription or encroachment, any one of which is of a material nature, elect (in writing to the Seller) to complete this Contract or terminate before Settlement; or
- (b) in the case of an error, misdescription, or encroachment, any one of which is of an immaterial nature, disclosed by survey or otherwise, the Buyer must complete the purchase in accordance with the terms of this Contract.

Should the Contract be terminated in accordance with Clause 22(a), all monies by way of Deposit shall be refunded to the Buyer.

23. Property Description

In the case of a material or immaterial error or misdescription of the Property, including the Seller's title thereto, the Buyer may:

- (a) in the case of an error or misdescription, either of which are material, elect (in writing to the Seller) to complete this Contract or terminate before Settlement.
- (b) in the case of an error or misdescription, either of which are immaterial, the Buyer must complete the purchase in accordance with the terms of the Contract.

Should the Contract be terminated in accordance with Clause 23(a), all monies by way of Deposit shall be refunded to the Buyer.

24. Compensation

Where the Buyer elects to complete under Clause 22(a) or 23(a) or must complete under Clause 22(b) or 23(b):

- (1) The Buyer shall only be entitled to claim compensation if notice of such claim is given at or before Settlement and such notice clearly details the error, misdescription or encroachment giving rise to such claim. Any claim for compensation shall be limited to monetary compensation only.
- (2) Any such claim for compensation does not entitle the Buyer to delay Settlement or withhold any of the purchase monies.

25. Property Information

25.1 The Seller must, if requested by the Buyer, prior to Settlement, provide to the Buyer current copies of all relevant documents in the Seller's possession reasonably required by the Buyer relating to the Property, in particular those referred to in Clauses 9.2(4) and 9.2(10).

25.2 The Seller by this Contract consents to and authorises the Buyer to inspect the records of relevant authorities including body corporate and obtain any necessary certificates relating to the Land and/or Lot and chattels if any included in this sale.

26. Requisitions

The Buyer is not entitled to deliver requisitions on title.

27. Rights After Settlement

Notwithstanding the sale has settled and registration of the transfer occurred, each party shall retain the benefit of any provisions of this Contract, which may require the other party to do something or take some action.

28. Risk

From 5.00 p.m. on the next Business Day after the signing of this Contract the Property shall be at the risk of the Buyer, however as long as the Seller remains in possession of the Property the Seller shall maintain any current insurance policies and will use and maintain the Property with reasonable care (As provided in Clause 8).

29. Special Conditions

Any Special Conditions to this Contract shall form part of this Contract. Should there be any inconsistency between the Terms and Conditions and the Special Condition, the Special Condition shall apply.

30. Stamp Duty

Payment of stamp duty on this Contract is the responsibility of the Buyer.

Note: The Buyer may incur penalties if stamp duty is not paid within 30 days of the conditions of this Contract being satisfied.

31. Time

31.1 Time shall be of the essence. Settlement must take place on the Settlement Date at any time between the hours specified in Clause 9.1 of this Contract.

31.2 Any event that must occur on or before a specified date, in respect to this Contract, which date does not fall on a Business Day shall be extended to the next Business Day following the specified date.

32. Work Orders

32.1 (1) The Seller must, by Settlement, comply with any Work Orders affecting the Property:

- (a) issued on or before the Date of Contract; or
- (b) requiring compliance by Settlement

(2) Provided however, where, at the date of this Contract, the Lot is subject to an Order under Chapter 3 of the NDRA and notice has been given in accordance with Section 83 of the NDRA, the provisions of Clause 32.1(1)(a) will not apply.

32.2 The Seller will promptly provide the Buyer with copies of all Work Orders received after the Date of Contract.

32.3 Should the Buyer direct the Seller not to expend monies or carry out the works required by such Work Orders, the Buyer will indemnify the Seller against any claims in respect thereof.

32.4 Subject to the Seller having complied with Section 83 of the NDRA, the Buyer must comply with any Work Orders affecting the Property issued subsequent to the Date of Contract that require compliance after Settlement.

32.5 Costs incurred by one party in complying with any Work Order which, under Clause 32.1, is the responsibility of the other party shall be, to the extent of such costs, an Adjustment to the Purchase Price in favour of the party who has incurred the costs.

32.6 No contribution will be payable by the Seller with respect to construction or repair of any dividing fences between the Lot and any adjoining land unless under the NDRA a Notice to Contribute with respect to a dividing fence has been served on the Seller prior to the date of this Contract in which case compliance with such notice shall be the responsibility of the Seller.

32.7 Where the Seller has not by Settlement complied with Clause 32.1(1) or 32.6 and no adjustment has been made to the Purchase Price to compensate for such noncompliance, the Buyer may recover as a debt from the Seller, the costs incurred by the Buyer in effecting such compliance.

32.8 Should the Contract not settle other than through default of the Buyer, the Seller will reimburse to the Buyer any monies reasonably expended by the Buyer in accordance with matters disclosed in Item (20).

32.9 Where, at the date of this Contract, the Lot is subject to an Application or Order under Chapter 3 of the NDRA and notice has been given in accordance with Section 83 of the NDRA, the Buyer acknowledges, on entering into this Contract:

- (1) the Buyer will be joined as a party to proceedings relating to the Application; and
- (2) on Settlement, will be bound by the Order to the extent the Seller has not carried out the work required under the Order.

33. Seller's Agent

If an Agent has been appointed by the Seller as outlined in Item (2) to sell the Property for the Seller, authority vested in the Agent by the Seller shall be deemed to be vested in the Agent's authorised employees.

34. Severability

Should any court or tribunal of competent jurisdiction determine any term, provision or obligation of this Contract to be void, illegal or unenforceable by law, that term, provision or obligation must be read down to the extent possible or removed from the Contract whilst keeping the operation of the remainder of the Contract in effect.

Notice

35. Notice

35.1 Any notice to be served on any party under this Contract shall be in writing and may be served on that party:

- (a) by delivering the notice to the party personally; or
- (b) by leaving it for the party at the party's address as stated in Items (3) or (5); or
- (c) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in Items (3) or (5); or
- (d) by a sender's cleared facsimile transmission to the party's facsimile number in Items (3) or (5); or
- (e) if both parties agree and it is lawful, by electronic transmission to the party at the email address shown for that party in the Item Schedule. (Refer to Items (2) to (5) of this Contract); or
- (f) by delivery to the party's solicitor's office by any of the methods outlined in Clauses 35.1(a) to 35.1(e) above.

35.2 A notice so posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the notice would be delivered.

35.3 A facsimile notice shall be deemed to have been served when transmitted to the facsimile number, agreed upon by the recipient, at the time of the facsimile transmission in accordance with Section 24 of the *Electronic Transactions (Queensland) Act 2001* and otherwise complies with legislation.

35.4 Notices given by the party's solicitor will be deemed to have been given by and with the authority of the party.

35.5 A Seller's Agent shall, for the purpose of this Clause, be recognised as a party and may receive Notices in accordance with Clause 35.1 on the Seller's behalf if authorised by the Seller. Where notice cannot otherwise be served on the Seller in accordance with this Clause, notice may be served on the Seller's Agent.

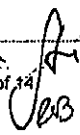
35.6 Notices must be served before 5pm on a Business Day, failing which, such Notice will be deemed to have been served on the next Business Day.

36. Applicable Law

36.1 The laws of Queensland are the laws applicable to this Contract.

36.2 Notwithstanding the provisions of this Contract the Buyer is not precluded from the protection of statutory rights which cannot be excluded.

36.3 A solicitor appointed by a party shall have full authority to act on behalf of such party with respect to all matters relating to this Contract.


JEB

37. Provision of Documents

- 37.1 The parties agree and confirm documents may be forwarded electronically if the recipient has provided an email address or facsimile number, for delivery or service of documents, in the Item Schedule to this Contract.
- 37.2 This Contract may be executed in any number of counterparts. Together all counterparts make up one instrument.
- 37.3 This Contract may be entered into by and becomes binding on the parties by one party signing the Contract that has been signed by the other (or a photocopy or facsimile of that Contract) and transmitting a facsimile of it to the other or to the other party's Agent or Solicitor.

38. Privacy Statement

- 38.1 The Agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- 38.2 The Privacy Policy outlines how the Agent collects and uses personal information provided by you (all parties) as a party to this Contract, or obtained by other means, to provide the services required by you or on your behalf.
- 38.3 You as a party to this Contract agree the Agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) third parties as may be required by the Agent for the purposes of marketing, sales promotion and administration relating to the use of the Agent's products and services and complying with legislative and regulatory requirements; and/or
 - (2) property data collection agencies.
- 38.4 Without provision of certain information the Agent may not be able to act effectively or at all on your behalf.
- 38.5 The parties have the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- 38.6 The Agent may from time to time provide information to a data collection agency such as RP Data Limited. Data collection agencies provide information to the real estate, finance and valuation industries to enable accurate valuations of properties.
- 38.7 The Agent will provide (where applicable), on request, a copy of its Privacy Policy.

39. Materially Adverse Event

- 39.1 Where a party to this contract (Relevant Party) is unable to reasonably carry out an Essential Obligation due to a Materially Adverse Event (MAE) then for the Relevant Period of the MAE the parties agree time will cease to be of the essence and a failure by a party to perform its obligations during the Relevant Period will not be a breach of the contract.
- 39.2 The Relevant Party must:
- (a) promptly when able notify the other party of the MAE and how it prevents performance of a particular Essential Obligation.
 - (b) take reasonable steps to mitigate the effect of the MAE with respect to its obligations.
 - (c) as soon as possible, give notice advising when it is no longer prevented from carrying out the Essential Obligation. Such notice may also include the matters detailed in Clause 39.3.
- 39.3 At the end of the Relevant Period, or where a notice served in accordance with Clause 39.2(c) does not contain the matters set out in paragraphs (a) to (d) of this sub-clause, either party may serve notice on the other party
- (a) advising that the Relevant Period/MAE is over,
 - (b) requiring performance of or compliance with the Essential Obligation,

- (c) giving a specific time and date for the performance or compliance being not less than 7 days and not more than 14 days from the date of delivery of the notice,
- (d) advising that, on delivery of the notice, time is again of the essence,

Such notice will be a settlement notice where the particular Essential Obligation notified in accordance with Clause 39.2(a) relates to settlement.

- 39.4 The times and dates for compliance with other contractual obligations where time is of the essence shall be extended to correspond with the extension of time to the Essential Obligation originally notified.
- 39.5 For the purposes of this Clause 39
- (a) *Essential Obligation* means any one of the obligations set out in Clauses 3.1, 4.1, 4.4, 4.6, 5, 7.1, 9.1, 9.2, 9.5 and 22.
 - (b) *Materially Adverse Event* or MAE means a disaster as defined in section 13 of the *Disaster Management Act 2003* or an event as defined in section 16(1)(a) of the *Disaster Management Act 2003*.
 - (c) *Relevant Party* means a party to this contract prevented from carrying out an Essential Obligation as the direct result of a Materially Adverse Event for the Relevant Period.
 - (d) *Relevant Period* means the time during which a Relevant Party is unable to carry out an Essential Obligation as a result of a Materially Adverse Event.

29 September 2015

Our Ref: KAC:BOA150936

Our Contact: Kerrie Clare
kerrie@avasolicitors.com.au

Boab Super Fund Pty Ltd Boab Super
Fund Custodian Trust
PO Box 964
ROZELLE NSW 2039

Dear Sir/Madam

**YOUR PURCHASE FROM BAILEY
PROPERTY: UNIT 708, M ON MARY, 70 MARY STREET, BRISBANE**

We are pleased to confirm that settlement of this matter was effected on Monday, 28 September 2015.

We enclose for your records a further copy of all the following:

1. Settlement Statement showing calculations of purchase monies;
2. Settlement Distribution Statement;
3. Trust Account Statement;
4. Trust Account Receipt numbered 2783 in the amount of \$107,000.00;
5. Copy of our Invoice rendered and paid in relation to our professional costs and outlays;
6. Copy of our General Account Receipt being for payment of our invoice.

Please note that as Council rates in respect of the subject property were paid for the current rate period, an adjustment was made in favour of the Seller for your share from the date of settlement until the end of the current rating period. The Council rates will be payable by you in full when the next rate notice issues in your name. The Gold Coast City Council also imposes a Change of Ownership fee, which is currently \$75.00. This charge will appear on the next rate notice to issue to you.

On settlement your financier, St George, took possession of the stamped Transfer documents through their solicitors, and they will attend to the registration of the Transfer in your favour together with their Mortgage. This process should occur immediately to protect your interests, but unfortunately it is one which we have no control and some lenders take quite some weeks to attend to this. Lenders will not advise us when this process has been completed, although they may advise you. You should contact your lender and ask if registration has been effected and if they could provide to you confirmation of registration. Should you wish us to confirm that this registration has been effected we can attend to a further Title Search on your behalf at a cost of \$27.05 and provide you with a copy showing you as the registered owners. If you wish us to attend to this on your behalf please return your cheque made payable to AVA Solicitors in the amount of \$27.05 and we will attend to this on your behalf.

phone
07 5699 8100

fax
07 5562 2444

email
info@avasolicitors.com.au
www.avasolicitors.com.au

address
L 2, 2 Boston Crt, Varsity Lakes, Qld 4227
PO Box 4025, Robina TC, Qld 4230

149987

AVA Solicitors Pty Ltd ATF AVA Trust ABN 98 826 179 059

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

Statutory provisions exist whereby all relevant Government departments will be notified of the change of ownership when the Transfer is lodged for registration. This also includes your obligations under Section 80 of the Electrical Safety Regulation 2002 in regard to the installation of an electrical safety switch. We advise in your case that the Seller instructed in the Contract and Transfer documents that the property is fitted with an electrical safety switch so therefore you are not required to do anything.

Please ensure that you retain all of the contents of this letter as this may be of assistance to your accountant when preparing your Taxation Returns.

As this now finalises this matter we take this opportunity to thank you for your instructions and to wish you well in your new home. If we can assist you with any other matter or you have any queries regarding your purchase please do not hesitate to contact this office.

We advise that at the time of purchasing a new property it is a good opportunity to review Wills and Power of Attorney documents. We would be happy to review your current documents and assist you with advice in relation to any need for updating. If you wish to discuss this please do not hesitate to contact this office.

Yours faithfully

AVA Solicitors

AVA Solicitors

SETTLEMENT STATEMENT

MATTER: BOAB SUPER FUND PTY LTD PURCHASE FROM BAILEY
PROPERTY: UNIT 708, M ON MARY, 70 MARY STREET, BRISBANE
SETTLEMENT DATE: 28 SEPTEMBER 2015
ADJUSTMENT DATE: 28 SEPTEMBER 2015
SETTLEMENT PLACE: SAI GLOBAL BRISBANE
SETTLEMENT TIME: 2:00PM

		Amount (\$)
CONTRACT PRICE		\$360,000.00
LESS DEPOSIT	-	\$18,000.00
		\$342,000.00
LESS SELLERS RELEASE OF MORTGAGE FEE	-	\$168.60
		\$341,831.40
PLUS COUNCIL RATES		
For Period 1/07/2015 to 30/09/2015 = 92 days		
\$314.55 Paid		
Buyer allows 2 days		
For period 28/09/2015 to 30/09/2015	+	\$6.86
		\$341,838.26
PLUS WATER/SEWERAGE RATES		
For Period 1/07/2015 to 30/09/2015 = 92 days		
\$175.98 Paid		
Buyer allows 2 days		
For period 28/09/2015 to 30/09/2015	+	\$3.83
		\$341,842.09
LESS WATER USAGE		
For period 27/08/2015 to 28/09/2015 = 32 days		
Last meter reading 27/08/2015		
Average Daily usage = 0.302kL/day		
Water usage amount = 9.664 kilolitres over 32 days Seller allows 32 days	-	\$32.84
		\$341,809.25
LESS WATER USAGE TO APPEAR ON FUTURE ACCOUNT		
For period 18/05/2015 - 27/08/2015	-	\$100.40
		\$341,708.85
PLUS BODY CORPORATE - ADMINISTRATION FUND		
For Period 1/09/2015 to 30/11/2015 = 91 days		
\$348.98 Paid		
Buyer allows 63 days		
For period 28/09/2015 to 30/11/2015	+	\$241.60
		\$341,950.45
PLUS BODY CORPORATE - SINKING FUND		
For Period 1/09/2015 to 30/11/2015 = 91 days		
\$358.83 Paid		
Buyer allows 63 days		
For period 28/09/2015 to 30/11/2015	+	\$248.42
		\$342,198.87
PLUS INSURANCE PREMIUM		
For Period 1/09/2015 to 30/11/2015 = 91 days		
\$54.28 Paid		
Buyer allows 63 days		
For period 28/09/2015 to 30/11/2015	+	\$37.58
		\$342,236.45
CONTRACT BALANCE	=	\$342,236.45
<hr/>		
CHEQUE DETAILS		Amount (\$)
Bank Cheque	CBA cr a/c Bailey R M	\$341,746.45
Trust Cheque	River City Conveyancing	\$490.00
		\$342,236.45
TOTAL		\$342,236.45

Settlement Distribution Statement

Monies required to effect settlement		\$342,236.45
Stamp Duty on Contract		\$11,025.00
AVA Solicitors Legal Costs & Outlays		\$2,041.14
Monies available for settlement from Bank INCLUDES \$10 FOR ONE BANK CHEQUE	\$248,661.70	
Monies required from you to effect settlement	\$106,640.89	
	<hr/>	
	\$355,302.59	\$355,302.59

Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust
 PO Box 964
 ROZELLE NSW 2039

Trust Account Statement

For Period : All

Trust Account : AVA Solicitors Law Practice Trust Account, Macquarie Bank 184 446 3020 54317

Matter no. BOA150936
Purchase from Bailey
Boab Super Fund Custodian Trust
PO Box 964
ROZELLE NSW 2039

Date	Reference	Paid To / Received From Journaled To/From Reason	Withdrawal Amount	Deposit Amount	Balance
24/09/2015 25/09/2015*	Rec002783	Received From: Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust PO Box 964 ROZELLE NSW 2039 Reason: Settlement Monies, Transfer Duty and Legal Fees and Outlays		\$107,000.00	\$107,000.00
28/09/2015	Pay6473	Paid To: River City Conveyancing Reason: Settlement Monies	\$490.00		\$106,510.00
28/09/2015	Pay6474	Paid To: Macquarie Bank Limited for CBA cr a/c Bailey R M Reason: Settlement Monies	\$93,084.75		\$13,425.25
28/09/2015	Pay6475	Paid To: Office of State Revenue Reason: Transfer Duty	\$11,025.00		\$2,400.25
28/09/2015	Pay6476	Paid To: AVA Solicitors Reason: Legal Fees & Outlays	\$2,041.14		\$359.11
29/09/2015	Pay6480	Paid To: Boab Super Fund Reason: Unexpended Settlement Monies	\$359.11		\$0.00
Account Totals:			\$107,000.00	\$107,000.00	\$0.00



AVA Solicitors Pty Ltd ATF
 AVA Trust ABN: 98 826 179 059

Level 2 "Steel X Building"
 2 Boston Court
 VARSITY LAKES QLD 4227
 P: 07 5699 8100 F: 07 5562 2444
 E: info@avasolicitors.com.au

Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust
 PO Box 964
 ROZELLE NSW 2039

TRUST ACCOUNT RECEIPT

RECEIPT	THE SUM OF	PAYMENT METHOD	DATED	ENTERED
002783	\$107,000.00 One Hundred Seven Thousand Dollars	Direct Deposit	24/09/15	25/09/15
Received From		TRUST ACCOUNT		
Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust PO Box 964 ROZELLE NSW 2039		Bank: Macquarie Bank Brisbane Account Name: AVA Solicitors Law Practice Trust Account Account Number: 3020 54317 BSB Number: 184 446		

Matter & Client	Description	Amount
Matter no. BOA150936, Boab Super Fund Custodian Trust; Purchase from Bailey	Settlement Monies, Transfer Duty and Legal Fees and Outlays	\$107,000.00

Receipt Made Out By: Kim Day
 On Behalf Of AVA Solicitors

Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust
 PO Box 964
 ROZELLE NSW 2039

Our Contact: Kerrie Clare
 kerrie@avasolicitors.com.au

TAX INVOICE

**YOUR PURCHASE FROM BAILEY
 PROPERTY: UNIT 708, M ON MARY, 70 MARY STREET, BRISBANE**

Description	GST	Amount
To our professional fees in accordance with the attached fee schedule	\$90.00	\$900.00
Disbursements incurred on your behalf	\$63.78	\$987.36

Invoice Subtotal Fees:		\$900.00
Invoice Subtotal Disbursements:		\$987.36
Less Discount:		\$0.00
Invoice GST:	\$153.78	
Invoice Total:		\$2,041.14
Less paid from Trust:		\$0.00
BALANCE DUE:		\$2,041.14

With Compliments

AVA Solicitors

AVA Solicitors

E&OE

PAYMENT OF THIS TAX INVOICE IS DUE ON SETTLEMENT

Fees Schedule

Date	KAC	Description	Units	Amount
23/09/2015	KAC	Attending to all matters necessary to effect settlement	0	\$900.00
			Total (ex GST):	\$900.00

Disbursement Schedule

Date	Description	Amount	GST	
12/08/2015	QLD: Title Search - 50711165	\$24.59	\$2.46	
12/08/2015	QLD: Plan Image - SP167370	\$24.81	\$2.49	
12/08/2015	QLD: CMS Search - 38195	\$8.91	\$0.89	
12/08/2015	QLD: Dealing Image - 714893755	\$43.82	\$4.38	
12/08/2015	QLD: Dealing Image - 711278375	\$43.82	\$4.38	
12/08/2015	QLD: Dealing Image - 716497720	\$43.82	\$4.38	
13/08/2015	Postage express to client	\$13.45	\$1.35	
25/08/2015	InfoTrack: QLD Certificate (over \$130) - Brisbane City Council: (IOR) - Inspection of Records - Includes Rates Information - 708/SP167370	\$199.20	\$2.80	
25/08/2015	InfoTrack: QLD Certificate - Body Corp & Community Management: Search of Adjudicators Orders (Sec 299) - 708/SP167370	\$25.86	\$0.66	
25/08/2015	InfoTrack: QLD Contaminated Land Register - EPA: Contaminated Land Search (Charged per Lot) - 708/SP167370	\$61.70	\$1.57	
25/08/2015	InfoTrack: QLD Certificate - QCAT - Queensland Civil and Administrative Tribunal: Neighbourhood Disputes Search - 708/SP167370	\$21.57	\$0.55	
25/08/2015	QLD Transport: Property Search - Lot 708 Plan SP167370	\$33.02	\$3.30	
25/08/2015	InfoTrack: QLD Certificate - Urban Utilities: Special Water Meter Reading - 708/SP167370	\$103.18	\$2.62	
25/08/2015	InfoTrack: QLD Land Tax Certificate - 708/SP167370	\$43.53	\$4.35	
25/08/2015	AFSA Bankruptcy: Browse - RAQUEL% BAILEY% F	\$29.50	\$2.95	
03/09/2015	QLD: Settlement Notice - 50711165	\$42.91	\$4.29	
03/09/2015	Body Corporate Information Certificate and Certificate of Currency of Insurance	\$102.03	\$10.20	
03/09/2015	Postage express to Archers Body Corporate	\$5.23	\$0.52	
21/09/2015	PPSR: Individual Grantor Search - Raquel Maree Bailey 11/09/1989	\$11.82	\$1.18	
23/09/2015	Agents fees - To attend settlement	\$60.00	\$6.00	
23/09/2015	Bank Cheque Fees	\$20.00	\$0.00	
23/09/2015	Final Title Search	\$24.59	\$2.46	
		Total:	\$987.36	\$63.78

Bill Notices*(Legal Profession Act s331(1))***Disputes**

If you dispute our legal costs you may:

- Contact us to discuss your concerns with us;
- Request an itemised bill;
- Apply for a costs assessment within 12 months of delivery of a bill or request for payment;
- Apply to set aside the costs agreement within six years or such other time period as the law permits.

Interest payable

The current interest rate charged on unpaid bills is at the rate that is equal to the Cash Rate Target as defined by the Regulations to the Act, plus two percentage points as at the date of this bill.

Other information

For more information about your rights, please read the facts sheet titled "Legal Costs – your right to know".

You can ask us for a copy or obtain it from the Queensland Law Society or download it from their website at www.qls.com.au.

NOTICE OF WITHDRAWAL OF TRUST MONEY*Legal Profession Regulation 2007 (s.58)*

We hereby provide you with notice, as required by section 58 of the *Legal Profession Regulation 2007 (Qld)*, that once we have received cleared settlement funds into our Trust Account on your behalf, we will, where permitted by law, be withdrawing those settlement monies and attending to payment of our legal costs, outlays and/or disbursements as well as all other outstanding amounts owing in relation to your matter.



AVA Solicitors Pty Ltd ATF
AVA Trust ABN: 98 826 179 059

Level 2 "Steel X Building"
2 Boston Court
VARSITY LAKES QLD 4227
P: 07 5699 8100 F: 07 5562 2444
E: info@avasolicitors.com.au

Boab Super Fund Pty Ltd Boab Super Fund Custodian Trust
PO Box 964
ROZELLE NSW 2039

OFFICE ACCOUNT RECEIPT


Date: Mon, 28 Sep 2015
Receipt No: 006346

Received From: Boab Super Fund Custodian Trust
The Sum of Two Thousand Forty One Dollars And Fourteen Cents
\$2,041.14 Personal Cheque

Date	Invoice Details	Amount Applied
23/09/2015	Invoice No. 8898; BOA150936, Purchase from Bailey Matter No: BOA150936, Purchase from Bailey	\$2,041.14

\$2,041.14

TOTAL RECEIPT


Received By : Kim Day
On Behalf Of : AVA Solicitors