



The Real Estate Institute of Queensland

Accredited Agency

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Contract For Commercial Lots in a Community Titles Scheme

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of Commercial Lots in a Community Titles Scheme in Queensland.

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

Contract Date:

Agent: Project Property Qld Pty Ltd

ABN 62 114 573 787 Email Address: *andrew@projectpq.com.au*
Address: PO Box 94
Banyo Qld 4014
Telephone: 07 3267 1800 Facsimile: 07 3267 1855

Parties

Seller: John Charles McSwan and Julie Anne McSwan

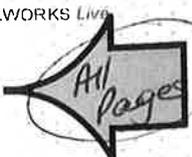
ABN Email Address:
Address: 23 Downwind Court
Birkdale Qld 4159
Telephone: 0402 799 709 Facsimile: [or any other solicitor notified to the Buyer]
Seller's Solicitor: Email Address:
ABN Email Address:
Address: Facsimile: Ref:
Telephone: Facsimile:

Buyer:

ABN Email Address:
Address:
Telephone: Facsimile:
Buyer's Solicitor: McCullough Robertson (Andrew Muir) [or any other solicitor notified to the Seller]
ABN Email Address: *amuir@mccullough.com.au*
Address: Lvl 11, Central Plaza Two, 66 Eagle St, Brisbane Q 4000
Telephone: 07 32338836 Facsimile: 07 3229 9949 Ref: Andrew Muir

Property

Lot Address: Unit 1/53 Metroplex Avenue
Murarrie Qld 4170
Description: Lot 1 on SP : 166764
Scheme M53 Community Titles Scheme: 32929
County: Stanley Parish: Bulimba
Title Reference:
Present Use: Office **Local Government:** Brisbane City Council
Excluded Fixtures: Nil
Included Chattels: Reception counter and couch
All internal joinery
All window furnishings
All phone and data and security cabling and fixtures



127 To: Andrew Muir - McCullough 3233 8236 for the A/B
07 3229-9949 ③ Tim Davis / Marie Ashked
07 3422 8080 ④ Brad Sorrenson NAB
1300 883 510
22/04/2010

project pq
www.projectpq.com.au

ATTENTION BRAD SORRENSON - NAB

David Dolman
Lvl 1, 12 Riverview Tce
Indooroopilly

Make to provide input

Dear David,

As discussed, please find enclosed two copies of the contract to purchase 1/53 Metroplex Ave, Murarrie along with the disclosure statement.

To complete the contract, please add your purchasing entity details (p1/16), sign and initial as indicated.

As mentioned, we are unable to write Special Conditions for you, but there are some that have been prepared by Andrew Muir from McCullough Robertson which are included. As discussed with Andrew, you can add into the special conditions yourself, that the exiting tenant must complete the make good, including but not limited to patching and painting the walls.

If you have any questions at all, please don't hesitate to contact me regarding the above or the contracts.

Regards,
Project pq

Wood

Iain Wood
Manager - Industrial
0403 336 747

Marie & Gentleman, Can you please add anything / or delete as you see needed and advise Andrew M. My Special Conditions
- Paint all interior walls to make good damage
- Receptionist Desk & area Couch to remain
- office furniture & fixtures that are fixed to remain in place.
- Andrew can you prepare special conditions & anything else I need.
Thanks David

Project pq values your privacy. Should you wish to be removed from our mailing list, please email info@projectpq.com.au

INFORMATION FOR DISCLOSURE STATEMENT

as at 21st April 2010

Body Corporate

Name of Scheme: **M53**
 Community Titles Scheme No: **32929**
 Lot Number: **1** Plan Number: **166764**

Secretary

Name: **Derek Gardner (Secr.)**
 Address: **PO Box 8319 GCMC
 BUNDALL QLD 9726**
 Telephone: **07 3010 5555** Facsimile: **07 5504 2001**

**Body Corporate
 Manager**

Name: **SSKB (Brisbane) Pty Ltd**
 Address: **PO Box 5955
 West End Q 4101**

Telephone: **07 3010 5555** Facsimile:

**Contributions
 and Levies**

Levies Determined by the Body Corporate for this Lot

Administrative Fund	Amount	Due Date	Discount	If paid by
01/08/09 to 30/11/09	\$1,045.10	01/08/09	\$209.02	01/08/09
01/12/09 to 31/03/10	\$1,408.59	01/12/09	\$281.72	01/12/09
01/04/10 to 31/07/10	\$1,408.59	01/04/10	\$281.72	01/04/10
01/08/10****30/11/10	\$1,408.59	01/08/10	\$281.72	01/08/10
Sinking Fund				
01/08/09 to 30/11/09	\$153.38	01/08/09	\$30.68	01/08/09
01/12/09 to 31/03/10	\$153.38	01/12/09	\$30.68	01/12/09
01/04/10 to 31/07/10	\$153.31	01/04/10	\$30.66	01/04/10
01/08/10****30/11/10	\$153.31	01/08/10	\$30.66	01/08/10

**Entitlements
 (if seller is
 original owner)**

**Improvements on
 Common
 Property for
 which Buyer will
 be Responsible**

**Regulation
 Module**

Commercial

INFORMATION FOR DISCLOSURE STATEMENT (continued)

Body Corporate
Name of Scheme: **M53**
Community Titles Scheme No: **32929**
Lot Number: **1**
Plan Number: **166764**

Body Corporate Assets Required to be Recorded on Register
There are no assets required to be recorded.

Committee

Information prescribed under Regulation Module
Nil

Signing

Seller/Sellers Agent

Witness

Date

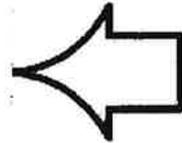
Buyers Acknowledgement

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

Buyer

Witness

Date



**SIGN
& DATE**

Additional Information

Body Corporate

Name of Scheme: **M53**
 Community Titles Scheme No: **32929**
 Lot Number: **1** Plan Number: **166764**

Lot Entitlements and Other Matters

Interest Schedule	Aggregate	10000	Entitlement of Lot	561
Contribution Schedule	Aggregate	10002	Entitlement of Lot	673
Balance of Sinking fund at end of last Financial Year		26,336.27	as at	31/07/09
Insurance Levies not included in Administrative Fund Levies:		See Annexure		
Monetary Liability under Exclusive Use By-Law		Not Applicable		

Insurance

Type	Company	Policy No	Sum Insured	Due Date
BUILDING	SUU/CGU	01R1085930	8,400,000	31/07/10
BUILDING CATASTROPHE	SUU/CGU	01R1085930	2,545,200	31/07/10
COMMON CONTENTS	SUU/CGU	01R1085930	84,000	31/07/10
FIDELITY GUARANTEE	SUU/CGU	01R1085930	100,000	31/07/10
LOSS OF RENT	SUU/CGU	01R1085930	1,272,600	31/07/10
OFFICE BEARERS	SUU/CGU	01R1085930	2,000,000	31/07/10
PUBLIC LIABILITY	SUU/CGU	01R1085930	20,000,000	31/07/10
STAMP DUTY/OTHER	SUU/CGU	01R1085930	0	31/07/10
VOLUNTARY WORKERS	SUU/CGU	01R1085930	100,000	31/07/10

Mortgages or Securities over Body Corporate Assets

Nil

Additional Information (continued)

Body Corporate

Name of Scheme:

M53

Community Titles Scheme No:

32929

Lot Number:

1

Plan Number:

166764

**Latent or Patent
Defects in
Common
Property or Body
Corporate Assets**

**Actual or
Contingent or
Expected
Liabilities of Body
Corporate**

**Circumstances in
Relation to
Affairs of the
Body Corporate**

**Exceptions to
Statements in
Clause 7.4(2)**

CONTRACTS REGISTER M53 CTS 32929

Contractor Name and Address STEWART SILVER KING & BURNS BRISBANE P/L WEST END 4101	Details of Duties SECRETARIAL	Delegated Powers SEE COPY OF CONTRACT	Basis of Remuneration FEES PAYABLE MONTHLY IN ADVANCE
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	18/11/09 3 years Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address METROPLEX MANAGEMENT P/L LEVEL 1, 28 METROPLEX AVE METROPLEX ON GATEWAY MURARRIE 4172	Details of Duties CARETAKER/GARDENER	Delegated Powers SEE COPY OF AGREEMENT	Basis of Remuneration MONTHLY IN ARREARS
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	27/08/04 FIVE YEARS Y	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address Sensor Systems Australia Pty Ltd	Details of Duties Testing of brigade boosters and hydrant system	Delegated Powers	Basis of Remuneration 1 Annual Flow Test & Site Survey
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/08/08 ongoing 	Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance
Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	 Finance

Mari Ashted

3422 8080

David Dolman

From: David Dolman [david_dolman@pacific.net.au]
Sent: Thursday, 22 April 2010 1:46 PM
To: 'Mari Ashted'
Subject: Bianca' Super

Thanks Marie.

I have faxed a statement copy to you with the latest transactions. Looks like next interest is due 26th-29th April.

I have copied you in to a request for property details from Andrew Peters at Project P. Who is the agent thru whom I purchased yesterday Unit / 54 Metroplex Ave Murarrie for \$720K.

The solicitor will be Andrew Muir at McCullough Robertson Ph 3233 - 8836. I have yet to talk in detail with Andrew.

Can we change the name of the Trustee to Hartman Super Properties Pty Ltd?
If so could you pl email me a clean copy of the schedule that you gave me yesterday with the new name and leaving out the cost estimates.

I will forward a copy to Andrew Muir so that we get everything right.

Cheers

David

From: Mari Ashted [mailto:mari@mtaccountants.com.au]
Sent: Tuesday, 20 April 2010 9:12 AM
To: David Dolman
Subject: Bianca Roll-out

Hi David

Bianca's balance calculated to 28 February 2010 is \$15,830.41.

You will firstly need to ask Bianca for the details of the super fund to which the money is to be rolled over:

- Name of Fund
- ABN of Fund
- Her member or account number in the fund
- Address of the Fund

I need these details to prepare the necessary rollover paperwork that you have include with the cheque.

Once I have these details I can prepare the rollover statement and email that to you for Bianca to sign and you can also draw the cheque for the amount mentioned above.

Can you also please send me the bank statement for March please showing that no contributions have been made for her after my payout calculation.

Tell Bianca to ensure that she tells her employer the new superannuation fund details so that they no longer continue to make contributions to the Dolman Super Fund.

Other documents from our meeting yesterday are in progress. Let me know as soon as you have the property title details.

Regards

Mari

Mari Ashted SSA
Director



 **marshtincknellsuper**

Marsh Tincknell Super Pty Ltd
ACN 134 260 512

*Liability limited by a scheme approved under
Professional Standards legislation*

Ph 07 3422 8000 Fax 07 3422 8080
Post PO Box 6243 Upper Mount Gravatt Q 4122
Level 1, 1454 Logan Rd Mt Gravatt Central Q 4122
www.marshtincknell.com.au

Marsh Tincknell - Meeting Challenges as a Team

David Dolman

From: David Dolman [david_dolman@pacific.net.au]
Sent: Thursday, 22 April 2010 1:42 PM
To: 'Mari Ashted'
Subject: Keeping you in the loop

Andrew,

I have spoken with Andrew Muir who will be acting for me in this matter. Thank you for the recommendation.

Andrew M. has suggested that you ask the vendor to include in his draft contract the following clauses:-

1. Subject to
 - building inspection within 14 days
 - subject to 14 days finance approval
2. satisfactory Due Diligence within 14 days for:-
 - a copy of Town Planning approval and DA 's
 - a copy of Certificate of Classification for premises
 - a copy of Disclosure Statement which will include standard Body Corporate Certificate
 - disclosure of any disputes within / with the Body Corporate known to be in progress at this time
 - Where the Body Corporate Documents are held so that an Agent could inspect to gain a feel for the way in which the Body Corporate conducts itself.
3. The draft contract to be accompanied by a \$5000 deposit with balance up to 5% deposit payable on satisfactory Due Dillgence and Finance approval.

Andrew, Andrew Muir is overseas from 9th May for 2 weeks- I am away but contactable from 6th May to 10th May.

Will you please attend to above and advise.

Regards

David

DocuCentre-II C3300 Transmission Report

G3 ID 617 3422 8080

Date/Time: 07/05/2010: 16:29
Page: 1 (Last Page)

Local Name MARSH TINCKNELL
Logo MARSH TINCKNELL

Document has been sent.

Document Size A4SEF

marshtincknell



Level 1, 1454 Logan Road
Mount Gravall Q. 4122
PO Box 6243
Upper Mount Gravall Q. 4122
Phone: 07 3422 8000
Fax: 07 3422 8080
A.C.N. 106 598 436

facsimile transmittal

To: Murray Coulthard Fax: (03) 9690 6509

Company: Morrows Legal Pty Ltd Date: 7 May 2010

From: Mari Ashted Pages: 7 (incl cover sheet)

Re: Costs Agreement- Dolman Superannuation Fund

Message:

Liability limited by a scheme approved under Professional Standards Legislation

marshtincknell - meeting challenges as a team

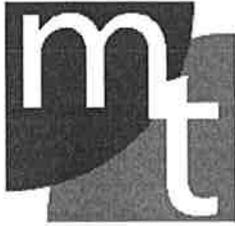
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RE: Resend MB: Send to Mailbox BC: Broadcast MP: Multi Polling RV: Remote Service
PG: Polling RB: Relay Broadcast RS: Relay Send BF: Box Fax Forward CP: Completed
SA: Send Again EN: Engaged AS: Auto Send TM: Terminated

marsh**tincknell**



Level 1, 1454 Logan Road
Mount Gravatt Q. 4122
PO Box 6243
Upper Mount Gravatt Q. 4122
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Fax: 07 3422 8080
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marsh**tincknell** - meeting challenges as a team

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Directors
Dolcorp Pty Ltd
Trustee
Dolman Superannuation Fund
C/- Marsh Tincknell Super Pty Ltd
PO Box 6243
UPPER MT GRAVATT Q 4122

27 April 2010

Dear David and Marie

COSTS AGREEMENT AND DISCLOSURE STATEMENT

Thank you for your instructions in relation to the Dolman Superannuation Fund.

The Legal Profession Act 2004 (Vic) (**Act**) requires us to disclose to you various matters including, amongst others, the cost of providing the legal services sought and payment of those costs.

Matters affecting our business relationship for this transaction are set out in the enclosed Costs Agreement which incorporates the Disclosure Statement we are required to provide to you under the Act. Please read the Costs Agreement carefully as it together with this letter, constitutes an offer to enter into the Costs Agreement for the legal services outlined on the stated terms and conditions. You have the right to negotiate the Costs Agreement with us.

You can accept the Costs Agreement by signing and returning the enclosed Costs Agreement, by continuing to provide instructions in this matter or by any other conduct where it is reasonable for us to believe that you have accepted the Costs Agreement. Once accepted, the Costs Agreement can be enforced by either party in the same way as any other contract.

Please contact me if you have any questions or would like to discuss an alternative arrangement. We look forward to assisting you with this matter.

Yours sincerely
MORROWS LEGAL PTY LTD

MURRAY COULTHARD
DIRECTOR

COSTS AGREEMENT
incorporating the DISCLOSURE STATEMENT

**PURSUANT TO SECTION 3.4.9 AND SECTION 3.4.26 OF
LEGAL PROFESSION ACT 2004 FOR NON-LITIGIOUS MATTERS**

Between:

Legal practice: MORROWS LEGAL PTY LTD ACN 114 947 063 of Level 13,
Freshwater Place, 2 Southbank Boulevard, Southbank Victoria
3006 (Morrows Legal)

Client: DOLCORP PTY LTD ACN 066 459 461 as trustee of the
Dolman Superannuation Fund C/- Marsh Tincknell Super Pty Ltd
of Level 1, 1454 Logan Road, Mt Gravatt Central, Queensland
4122.

Matter: Provision of Declaration of Trust to enable borrowing that
complies with section 67(4A) of the Superannuation Industry
(Supervision) Act 1993

1. How we will charge you Section 3.4.9 (1)(a)

❖ Hourly rate

Our legal costs are determined by an hourly charge rate. Our lawyers record their time and each lawyer has an hourly charge rate which reflects that lawyer's skills and experience.

The current hourly rates of the people likely to be involved in this work are:

Name	Position	Hourly rate (excl GST)	Hourly rate (incl GST)
Murray Coulthard	Director	\$375.00	\$412.50

Please note that you will be charged according to the hourly rate including GST. These rates are reviewed from time to time and may change. We will tell you of any changes as soon as practicable after a change occurs.

Our fees include secretarial and word processing services.

❖ Disbursements

♦ You must also pay us all necessary and proper disbursements plus any GST (Goods and Services Tax) that may be payable. These will usually be incurred by this law practice on your behalf, and where this occurs, you must repay these at the conclusion of the matter or upon request by the law practice.

If this law practice opts not to incur such an expense(s) on your behalf, you will be contacted with a request to pay for the expense(s) yourself.

2. Engagement of another lawyer or other specialists

If we need to engage on your behalf a barrister or other people to provide specialist advice or other services, we will consult you about the terms of this engagement and provide you with a statement setting out the details of this person's fee before incurring the expense. All fees incurred under this clause will be claimed and payable as disbursements under clause 1.

3. Your rights Section 3.4.9 (1)(b)

You have the right to negotiate a costs agreement with us.

You may request an itemised bill within 30 days after receipt of a lump sum bill.

We will tell you of any substantial changes affecting your matter

4. Our estimated legal costs Section 3.4.9 (1)(c) and (d)

Our estimate the total legal costs is \$1,200 plus GST.

We emphasise that this estimate is not a fixed price or upper limit quotation but our best estimate. Our legal fees will be charged on the basis of time spent working on the matter in accordance with your instructions and transactional requirements.

5. Our accounts Section 3.4.9 (1)(e)

We may ask you to pay an amount in advance to cover expenses or on account of our fees. We will send you an account at suitable breaks in the matter.

Our account is payable when you receive it.

The account will be a tax invoice and briefly describe the work we have done. If you require an itemised account, you must request this within 30 days after you receive the account. An itemised account describes in more detail how our fee is made up.

6. Interest on unpaid accounts Section 3.4.9 (1)(f)

If an account remains unpaid 30 days after you receive it, we may charge you interest at the rate fixed under division 2 of the *Penalty Interest Rate Act 1983*. If you do not pay our account this entitles us to exercise a common law right known as a solicitor's lien. The lien allows us to retain your documents until our account is paid.

7. Progress reports Sections 3.4.9(1)(h)and 3.4.18

You may request a written progress report at any time. We will give you a progress report at suitable breaks in the matter. Please let us know if you require a report at another time.

8. Changes affecting this agreement

We will notify you (and you are entitled under the Act to be notified) of any substantial change to anything described in this Statement as soon as practicable after we become aware of the change.

9. If you have a concern about our legal costs Section 3.4.9(1)(i), (j) &(k)

If you have any concern about our legal costs or our legal services please do not hesitate to speak with Murray Coulthard on (03) 9690 5700.

If we cannot satisfactorily resolve your concern with you, you may:

- Seek a costs review by the Taxing Master under Division 7 of Part 3.4 of *the Act* within 60 days after the bill is given to you or the law practice requests payment of costs or you pay the costs
- Apply to VCAT to set aside this agreement under section 3.4.32 of *the Act*
- Make a complaint to the Legal Services Commissioner under chapter 4 of *the Act* within 60 days after the legal costs were payable or, if an itemised bill was requested in respect of those costs, within 30 days after the request was complied with.

10. Ending our engagement

You may end our engagement by written notice at any time. If you do this, you must pay our legal costs up until that time.

Circumstances may arise (such as a conflict of interest) which make it impossible for us to continue to act for you. If this happens, we will contact you immediately.

If you do not pay our account or if you fail to pay money in advance if it is requested, we may stop work until we are paid. If the account continues to remain unpaid we may cease to act for you.

If we cease to act for you:

- we will not incur any liability as a result
- we will remove our name from the court record in any court proceedings
- you will receive a final account which will include all outstanding legal costs
- you must pay our legal costs up until the date when we cease to act
- we retain the right to keep your documents until we are paid.

11. Jurisdiction Section 3.4.9(1)(l) and (m)

The law of Victoria shall apply to legal costs in this matter.

You have the right to sign a costs agreement under a corresponding law or to advise us that you require the law of another jurisdiction to apply.

12. Privacy

You agree to us:

- collecting (whether directly from you or from any other party) personal information and sensitive information about you (“**information**”) to enable us to perform the work and/or protect your legal position;
- using and disclosing to any party (whether within or outside Australia) such of the information we consider necessary to perform the work and/or protect your legal position; and
- using the information to market the firm’s services and products to you (unless you request that we cease doing so).

You may seek access to the information by contacting Murray Coulthard by telephone 9690 5700 or by e-mail mcoulthard@morrows.com.au. If access to any information is to be granted, an appointment will be made for you to personally attend our offices for that purpose. You must pay the firm’s reasonable costs in providing that access.

Pursuant to section 3.4.9 of the Legal Profession Act 2004 information in relation to your retainer of this law practice is provided with this Costs Agreement.

Please note that this information is not a term or condition of the Costs Agreement.

MORROWS LEGAL PTY LTD hereby **AGREES** to act for **DOLCORP PTY LTD** as trustee of the Dolman Superannuation Fund on the terms outlined in this Costs Agreement

SIGNED:
For and behalf of Morrows Legal Pty Ltd

PRINT NAME: **MURRAY COULTHARD**

POSITION: **Director**

DATE: **27 April 2010**

DOLCORP PTY LTD as trustee of the Dolman Superannuation Fund hereby **ACKNOWLEDGES** that we have received a disclosure statement pursuant to Section 3.4.9 of the Legal Profession Act 2004 and **INSTRUCTS** Morrows Legal to act for it on the terms outlined in this Costs Agreement.

SIGNED: 

PRINT NAME: David Dolman

DATE: 27/4/10

SIGNED: 

PRINT NAME: Marie Dolman

DATE: 27/4/10