



01 February 2022

Our Ref: B-EG-KIL01-01223

VI Family SMSF Pty Ltd as trustee for the VI Family
Self Managed Super Fund
8/435 Fullarton Road,
Highgate SA 5063

Contact
Erica Gruen | **Paralegal**
Phone: 04 80 081 068 | Email:
erica.gruen@leadconveyancing.com.au

Dear Vladimir,

Subject: Fund from Myers

Property: 7A Savai'i Close, Palm Cove QLD 4879

We are pleased to confirm that your purchase of the abovementioned property was completed on **14 January 2022**.

Settlement records

We enclose with this letter for your records:

1. a copy of the signed and stamped contract;
2. a copy of the transfer;
3. electronic signed and stamped OSR form;
4. a copy of the statement of adjustment; and
5. a copy of the searches conducted on the property

Please keep these documents in a safe place as you may need to refer to them at a later date. Your documents will be required should your circumstances change and a reassessment of your transaction is conducted. These documents are also required to be produced should the Office of State Revenue (**OSR**) exercise their rights to audit the transaction within five (5) years after completion.

Our professional fees and the statement of account

Our professional fees and disbursements were collected in full at settlement. Please find enclosed all the tax invoices for this matter for your records, which you may need for lodging your annual tax return.

We confirm that our statutory trust account was utilised for the purpose of settlement. Please find enclosed all trust receipts and the trust account statement for your records.



Stamping and lodgement

We confirm that settlement has been completed and our office has collected the transfer and associated documents at settlement for lodgement and registration purposes. We will generally lodge the transfer within 1 – 2 days after settlement and you can expect the transfer to be registered within thirty (30) days thereafter. We will inform you as soon as the transfer becomes registered within this time.

Insurance

We confirm that titles insurance was ordered and paid for as a part of settlement per your instructions. Your policy will be active from the moment the payment is receipted by your insurer. The policy schedule will be provided to you by your insurer after settlement. Please ensure that you keep all relevant documents related to the insurance and this purchase in a safe place should you need to call on this insurance in the future.

Authorities

Council and water authority

The land registry will notify the council and the water authority of the change to the title after the registration of the transfer. All future rates notices and water bills should issue to you in due course. If you have not received these by the expiry of the normal billing cycle, please contact our office urgently so we may check to confirm if the appropriate registration has taken place. The whole process of disseminating the information to the local authorities can take up to six (6) weeks after settlement to complete, so please only contact us after the expiry of this timeframe.

Closing of your matter

As settlement has occurred, we will proceed to close and archive your matter within the next fourteen (14) days. If you have any queries or require additional documents from your matter, please contact us during this time.

We thank you again for engaging our services in relation to your purchase. It was an absolute pleasure and privilege to be able to assist you with your property transaction. We hope that you have been satisfied with our services.

If you have any queries in relation to the above, please feel free to contact us.

Yours faithfully,



Erica Gruen

Paralegal



LEAD
conveyancing

Enjoyed your experience with us? Want to use us again or refer friends and family to us?

If you are a return client or refer your friends and family to us and quote the below code to our sales team then we will take \$50 off our standard quoted professional fee.

CODE: REF-B-EG-KIL01-01223

Call us on **07 3088 8018** to redeem this offer.

****Cannot be used in conjunction with any other promotion, discount or special****

Disclosure Statement

Body Corporate and Community Management Act 1997 Section 208

BODY CORPORATE

Body Corporate for: 7A Savan Close

Community Titles Scheme: 54739

Lot No: 191

on: BUP GTP SP 323463

ADDRESS: 7 Savan Close

SUBURB: Palm Cove

STATE: QLD

POSTCODE: 4879

PRESCRIBED INFORMATION

SECRETARY OF BODY CORPORATE

NAME:

Self Managed

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

BODY CORPORATE MANAGER

NAME:

Self Managed

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

BODY CORPORATE COMMITTEE

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

Is there a Committee for the Body Corporate?

Yes No

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

Yes No

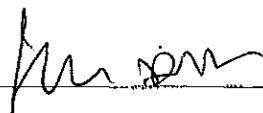
ANNUAL CONTRIBUTIONS AND LEVIES

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

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

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

Other: Nil



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

080020870017

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

No register with records as presented

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

No register with records as presented

INFORMATION PRESCRIBED UNDER REGULATION MODULE (Insert details)

Nil at this time

SIGNATURES

Seller: *DAM*
Date: 2/12/2021

Witness: *Meera Wood*
Not required if this form is signed electronically

Seller: *K A M J*
Date: 2/12/2021

Witness: *Meera Wood*
Not required if this form is signed electronically

Seller: _____
Date: _____

Witness: _____
Not required if this form is signed electronically

Seller: _____
Date: _____

Witness: _____
Not required if this form is signed electronically

BUYER'S ACKNOWLEDGMENT

The Buyer:

(a) Consents to this Disclosure Statement being given by electronic means and to the Seller signing the Disclosure Statement using an Electronic Signature; and

(b) Acknowledges having received and read this statement before entering into the contract.

Buyer: *Vladimir Kilbin*
Date: 07/12/2021

Witness: _____
Not required if this form is signed electronically

Buyer: *Irina Atenova*
Date: 07/12/2021

Witness: _____
Not required if this form is signed electronically

Buyer: _____
Date: _____

Witness: _____
Not required if this form is signed electronically

Buyer: _____
Date: _____

Witness: _____
Not required if this form is signed electronically

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

Meera Wood

000620878017

Contract for Residential Lots in a Community Titles Scheme

Twelfth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 8/12/2021

Client No: 4 7 5 8 0 8 2 Duties Act 2001

Transaction No: 523251270

Duty paid \$ 18,675.00 Exempt

UTI \$ _____

Date: 14/01/2022 Signed: Eg

SELLER'S AGENT

NAME: Without the intervention of an agent

ABN: _____

LICENCE NO: _____

ADDRESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

SELLER

NAME: _____

ABN: _____

Kevin Gerard Myers

ADDRESS: PO Box 472

SUBURB: Smithfield

STATE: QLD

POSTCODE: 4878

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

0474 068 386

angiemyers@protonmail.com

NAME: _____

ABN: _____

Diana Angeline Myers

ADDRESS: PO Box 472

SUBURB: Smithfield

STATE: QLD

POSTCODE: 4878

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

0401 419 116

didmyers@hotmail.com

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

Marino Lawyers

REF: _____

CONTACT: _____

214086

Nikki/Sheryn

ADDRESS: PO Box 6722

SUBURB: Cairns

STATE: QLD

POSTCODE: 4870

PHONE: _____

MOBILE: _____

FAX: _____

EMAIL: _____

07 4081 6700

07 4031 2937

nikki.townson@marinolawyers.com.au

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

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BUYER

NAME: VI Family SMSF Pty Ltd as trustee for the VI Family Self Managed Super Fund ABN:

ADDRESS: C/- SMSF Australia
Unit 8, 435 Fullarton Road

SUBURB: Highgate STATE: SA POSTCODE: 5063

PHONE: MOBILE: 0414 509 080 FAX: EMAIL: vladimir.kilbln@sa.gov.au

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (if applicable)

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: Lead Conveyancing

REF: CONTACT: Kristy Fletcher

ADDRESS: Loganholme, Unit 7, Level 1
3972 Pacific Highway

SUBURB: Loganholme STATE: QLD41 POSTCODE:

PHONE: MOBILE: FAX: EMAIL: info@leadconveyancing.com

PROPERTY

Lot: ADDRESS: 7A Savaii Close

SUBURB: Palm Cove STATE: QLD POSTCODE: 4879

Description: Lot: 191 on: BUP GTP SP 323463

Scheme: 7 Savaii Close Community Titles Scheme: 54739

Title Reference: 51265808

Present Use: Residential

Local Government: Cairns

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

Excluded Fixtures: Nil

Included Chattels: Nil

PRICE

Deposit Holder: Marino Lawyers

Deposit Holder's Trust Account: Marino Lawyers (FNQ) Pty Ltd Law Practice Trust Account

Bank: Westpac

BSB: 034 167 Account No: 587 064

Purchase Price: \$ 570,000.00

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

Deposit: \$ 57,000.00 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ _____ Balance Deposit (if any) payable on:

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

FINANCE

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: 14 days from the Contract date ← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

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

Tenancies:

TENANT'S NAME: _____

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

TERM AND OPTIONS:

STARTING DATE OF TERM: _____

ENDING DATE OF TERM: _____

RENT: _____

BOND: _____

\$ _____

\$ _____

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

[Handwritten initials]
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Managing Agent:

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY FOR NON-SHARED POOLS

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

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

- Yes
- No Clause 4.2 of this contract does not apply

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

- Yes Clause 5.3(1)(f) applies
- No Clause 4.2 applies (except for auction and some other excluded sales)

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

- Yes
- No

Pool Safety Inspector:

Pool Safety Inspection Date:

← **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

← **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at Settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

← If there is a pool on the Lot and Q2 is not completed then clause 4.2 applies.

← **Note:** This is an obligation of the Seller under section 16 of the Building Regulation 2006.

← The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.

← Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS

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

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

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

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

(d) Exceptions to Warranties in clause 7.4(3)*

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

*Include in attachment if insufficient space

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

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

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ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: _____

Aggregate Interest Schedule Lot Entitlement: _____

Contribution Schedule Lot Entitlement of Lot: _____

Aggregate Contribution Schedule Lot Entitlement: _____

INSURANCE POLICIES

Insurer: _____ Policy No: _____

Building: _____

Public Liability: _____

Other: _____

POOL SAFETY FOR SHARED POOLS

Only complete the following questions if there is a shared pool on the Land.

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

Note: This is an obligation of the Seller under section 16 of the Building Regulation 2006.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM This section must be completed unless the Lot is vacant

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

- installed in the residence
- not installed in the residence

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

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

- installed in the residence
- not installed in the residence

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

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

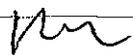
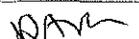
The Seller gives notice to the Buyer in accordance with section 83 of the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 that the Land:

(select whichever is applicable)

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

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

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

 
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GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

Yes

No

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

← WARNING: the Buyer warrants in clause 2.5(6) that this information is true and correct.

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

(select whichever is applicable)

the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property

the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

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

The REIQ Terms of Contract for Residential Lots in a Community Titles Scheme (Pages 8-17) Twelfth Edition Contain the Terms of this Contract.

SPECIAL CONDITIONS

1. The Buyers acknowledges that Ergon Energy is in the process of taking the meter for 7B Savai'i Close out of the meter box at 7A Savai'i Close and locating it wholly on 7B Savai'i Close with a separate pillar connection. Ergon Energy estimate that the work will take around 8 weeks to complete and the Buyer will need to grant access to Ergon Energy to complete the works.

2. This contract is subject to and conditional upon the satisfactory settlement of the Buyers properties located at 1/2 Olympia Crescent, Hackham West SA 5163 and 2/2 Olympia Crescent, Hackham West SA 5163 on or before 24 December 2021. If the aforementioned settlements do not occur by the due date, this contract is at an end and all deposit monies paid by the Buyer will be refunded in full without deduction.

SETTLEMENT

Settlement Date: 7 January 2022

← or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: Cairns

← If Brisbane is inserted, this is a reference to Brisbane CBD.

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

[Handwritten initials]
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SIGNATURES

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

Buyer: Vladimir Kilbin Witness: _____

Buyer: Arina Atenova Witness: _____

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

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

Seller: [Signature] Witness: [Signature]

Seller: [Signature] Witness: [Signature]

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

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

Deposit Holder: _____

← Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.

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

1. DEFINITIONS

1.1 In this contract:

- (1) terms in **bold** in the Reference Schedule and the Disclosure Statement have the meanings shown opposite them unless the context requires otherwise; and
- (2) (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- (f) **"Body Corporate"** means the body corporate of the Scheme;
- (g) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (h) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (i) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (j) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;
- (k) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
- (l) **"Business Day"** means a day other than:
 (i) a Saturday or Sunday
 (ii) a public holiday in the Place for Settlement; and
 (iii) a day in the period 27 to 31 December (inclusive).
- (m) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (n) **"Compliance or Exemption Certificate"** means:
 (i) a Pool Safety Certificate; or
 (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (o) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
- (p) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
- (q) **"Court"** includes any tribunal established under statute;
- (r) **"Disclosure Statement"** means the statement under section 206 (Existing Lot) or section 213 (Proposed Lot) of the *Body Corporate and Community Management Act 1997*;
- (s) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (t) **"Encumbrances"** includes:
 (i) unregistered encumbrances
 (ii) statutory encumbrances; and
 (iii) Security Interests.
- (u) **"Essential Term"** includes, in the case of breach by:
 (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a) – (d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (v) **"Exclusive Use Areas"** means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (w) **"Financial Institution"** means a Bank, Building Society or Credit Union;
- (x) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (y) **"GST"** means the goods and services tax under the *GST Act*;
- (z) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (aa) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (bb) **"Improvements"** means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (cc) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (dd) **"Land"** means the scheme land for the Scheme;
- (ee) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land and/or the Lot;
- (ff) **"Notice of nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
- (gg) **"Outgoings"** means:
 (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax; and
 (ii) Body Corporate Levies.
- (hh) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
- (ii) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;

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

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- (jj) "Pool Safety Requirements" means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
- (kk) "Pool Safety Inspection Date" means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
- (ll) "Pool Safety Inspector" means a person authorised to give a Pool Safety Certificate;
- (mm) "PPSR" means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) "Property" means:
 - (i) the Lot;
 - (ii) the right to any Exclusive Use Areas;
 - (iii) the Improvements;
 - (iv) the Included Chattels;
- (oo) "Regulation Module" means the regulation module for the Scheme;
- (pp) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (qq) "Reserved Items" means the Excluded Fixtures and all Chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (rr) "Scheme" means the community titles scheme containing the Lot;
- (ss) "Security Interests" means all security interests registered on the PPSR over Included Chattels and Improvements;
- (tt) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate.
- (uu) "Transfer Documents" means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (vv) "Transport Infrastructure" has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (ww) "Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

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

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.

- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

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

2.4 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer;
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) If this contract is terminated, the Buyer has no further claim once it receives the Deposit and interest unless the termination is due to the Seller's default or breach of warranty.
- (4) The Deposit is invested at the risk of the party who is ultimately entitled to it.

2.5 Payment of Balance Purchase Price

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

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;

- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
- (a) the Property includes items in addition to the Lot and Improvements; and
- (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
- in which case the market value of the Lot and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
- (b) prior to settlement the Buyer must lodge with the ATO:
- (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
- (i) the Form 1;
- (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
- (iii) confirmation from the ATO that the Form 2 has been lodged; and
- (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.
- (2) Subject to clauses 2.6(3), 2.6(5) and 2.6(17), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
- (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
- (c) for those not assessed:
- (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
- (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
- (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Lot on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9) and 2.6(10).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.

- (12) The Seller is liable for:
- any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

The Buyer is liable for any Special Contribution levied after the Contract Date.

- (13) If an amount payable by the Seller under clause 2.6(12) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (14) For the purposes of clause 2.6(12), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (15) The cost of Bank cheques payable at settlement:
- to the Seller or its mortgagee are the responsibility of the Buyer; and
 - to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (16) The Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank cheque without the consent of the Buyer.
- (17) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of –
- all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

3. FINANCE

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

4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional on the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).

- (2) The Buyer must give notice to the Seller that:
- a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Pool Safety for non-shared pool on Lot

- (1) This clause 4.2 applies if:
- there is a pool on the Lot and the answer to Q2 of the Reference Schedule is No or Q2 is not completed (for a non-shared pool on the Lot); and
 - this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
- the issue of a Pool Safety Certificate; or
 - a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued;
- by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
- the Buyer to arrange the inspection; and
 - the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
- terminates this contract; or
 - waives the benefit of this clause 4.2

The Buyer must act reasonably.

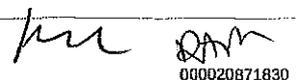
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4) by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2, ceases upon receipt by that party of a copy of a current Pool Safety Certificate.
- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.

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- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a Solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price, the Seller must deliver to the Buyer at settlement:
- any instrument of title for the Lot required to register the transfer to the Buyer; and
 - unstamped Transfer Documents capable of immediate registration after stamping; and
 - any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - if requested by the Buyer not less than 2 clear Business Days before the Settlement Date, the Keys; and
 - if there are Tenancies:
 - the Seller's copy of any Tenancy agreements;
 - a notice to each tenant advising of the sale in the form required by law; and
 - any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - if the answer to Q2 in the Reference Schedule is Yes, a copy of a current Compliance or Exemption Certificate, if not already provided to the Buyer.
- (2) If the Keys are not delivered at settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.

5.4 Assignment of Covenants and Warranties

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

- covenants by the tenants under the Tenancies;
 - guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies; and
 - manufacturers' warranties regarding the Included Chattels;
 - builders' warranties on the Improvements;
- to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

- (1) The Seller must remove the Reserved Items from the Property before settlement.

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

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a settlement obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:—
- damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' Settlement Obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
- that the Suspension Period has ended; and
 - a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;
 - that time is of the essence.
- (7) When Notice to Settle is given, time is again of the essence of the contract.
- (8) In this clause 6.2:
- "Affected Party" means a party referred to in clause 6.2(1);
 - "Delay Event" means:
 - a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
 - riot, civil commotion, war, invasion or a terrorist act;
 - an imminent threat of an event in paragraphs (i) or (ii); or
 - compliance with any lawful direction or order by a Government Agency;

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- (c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;
- (d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;
- (e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a settlement obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

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

7.2 Encumbrances

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

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
 - (a) it will be the registered owner of an estate in fee simple in the Lot and will own the Improvements and Included Chattels;
 - (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
 - (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
 - (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;
 - (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and

- (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
 - (a) the Seller breaches a warranty in clause 7.4(3); or
 - (b) the Additional Body Corporate Information is not completed;
 and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given within 14 days after the Contract Date but may not claim damages or compensation.
- (6) Clauses 7.4(4) and 7.4(5) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If there is:
 - (a) an error in the boundaries or area of the Lot;
 - (b) an encroachment by structures onto or from the Lot; or
 - (c) a mistake or omission in describing the Lot or the Seller's title to it;
 which is:
 - (d) immaterial; or
 - (e) material, but the Buyer elects to complete this contract;
 the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake, the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;

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(b) if issued on or after the Contract Date, by the Buyer.

- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.
- (3) Any Work or Expenditure that is the Buyer's responsibility under clause 7.6(1)(b), which is required to be done before the Settlement Date, must be done by the Seller unless the Buyer directs the Seller not to and indemnifies the Seller against any liability for not carrying out the work. If the Seller does the work, or spends the money, the reasonable cost of that Work or Expenditure must be added to the Balance Purchase Price.
- (4) The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under section 246AG of the *Building Act 1975* that affects the Property. The Buyer may terminate this contract by notice to the Seller if there is an outstanding notice at the Contract Date under sections 247 or 248 of the *Building Act 1975* or sections 167 or 168 of the *Planning Act 2016* that affects the Property or Land.
- (5) Clause 7.6(1) does not apply to orders disclosed under section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*.

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Land under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
 - (h) there is a charge against the Lot under section 104 of the *Foreign Acquisitions and Takeovers Act 1975* (Cth),
and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.
- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause.
- (3) The Seller authorises the Buyer to:
 - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Land; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;
- (2) for inspections under clause 4;
- (3) once to inspect the Property before settlement; and
- (4) once to value the Property before settlement.

8.3 Seller's Obligations After Contract Date

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

8.4 Body Corporate Meetings

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

8.5 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;

8.6 Possession Before Settlement

If possession is given before settlement:

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

8.7 Seller's Obligations After Contract Date

- (1) the Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without the prior written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

Without limiting any other right or remedy of the parties including those under this contract, or any right at law or in equity, if the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract.

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

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

- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.

- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

- (1) If anything is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (2) If the Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

- (1) Clause 11 applies if the Buyer, Seller and each Financial Institution involved in the transaction agree to an Electronic Settlement using the same ELNO System and overrides any other provision of this contract to the extent of any inconsistency.
- (2) Acceptance of an invitation to an Electronic Workspace is taken to be an agreement for clause 11.1(1).
- (3) Clause 11 (except clause 11.5(3)) ceases to apply if either party gives notice under clause 11.5 that settlement will not be an Electronic Settlement.

11.2 Completion of Electronic Workspace

- (1) The parties must:
 - (a) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and
 - (b) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date.
- (2) If the parties cannot agree on a time for settlement, the time to be nominated in the Workspace is 4pm AEST.
- (3) If any part of the Purchase Price is to be paid to discharge an *Outgoing*:
 - (a) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (b) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the *Outgoing* to enable the Buyer to verify the destination account details in the Financial Settlement Schedule.
- (4) If the Deposit is required to discharge any *Encumbrance* or pay an *Outgoing* at settlement:
 - (a) the Deposit Holder must, if directed by the Seller at least 2 Business Days prior to Settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (b) the Buyer and the seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
 - (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).

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

PLS

DAY
00020871830

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

11.4 Computer System Unavailable

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

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:
 - (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.

(3) If clause 11.5(2) applies:

- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
- (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

"Digitally Sign" and "Digital Signature" have the meaning in the ECNL.

"ECNL" means the Electronic Conveyancing National Law (Queensland).

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

"Electronic Lodgement" means lodgement of a document in the Land Registry in accordance with the ECNL.

"Electronic Settlement" means settlement facilitated by an ELNO System.

"Electronic Workspace" means a shared electronic workspace within an ELNO System that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement.

"ELNO" has the meaning in the ECNL.

"ELNO System" means a system provided by the ELNO for facilitating Financial Settlement and Electronic Lodgement.

"Financial Settlement" means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule.

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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



Registration Confirmation Statement

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EL 795A

MARINO LAWYERS CAIRNS
PO BOX 6722
CAIRNS QLD 4870

Title Reference:	51265808
Lodgement No:	5188798
Office:	ELECT LODGEMENT

This is the current status of the title as at 07:59 on 19/10/2021

ESTATE AND LAND

Estate in Fee Simple

LOT 191 SURVEY PLAN 323463
Local Government: CAIRNS
COMMUNITY MANAGEMENT STATEMENT 54739

REGISTERED OWNER

Dealing No: 721109316 21/09/2021

KEVIN GERARD MYERS
DIANA ANGELINE MYERS

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and Interests reserved to the Crown by
Deed of Grant No. 20840238 (POR 73V)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

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

Registrar of Titles and Registrar of Water Allocations

Kevin *Diana*



Registration Confirmation Statement

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EL 795A

MARINO LAWYERS CAIRNS
PO BOX 6722
CAIRNS QLD 4870

Title Reference:	51265807
Lodgement No:	5188798
Office:	ELECT LODGEMENT

This is the current status of the title as at 07:59 on 19/10/2021

LAND DESCRIPTION

COMMON PROPERTY OF 7 SAVAII CLOSE COMMUNITY TITLES SCHEME 54739
COMMUNITY MANAGEMENT STATEMENT 54739

REGISTERED OWNER

Dealing No: 721109316 21/09/2021

BODY CORPORATE FOR 7 SAVAII CLOSE COMMUNITY TITLES
SCHEME 54739
7 SAVAII CLOSE
PALM COVE QLD 4879

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 20840238 (POR 73V)
2. REQUEST FOR FIRST CMS No 721109315 21/09/2021 at 10:00
COMMUNITY MANAGEMENT STATEMENT 54739
SMALL SCHEMES MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Handwritten signatures

Dealing Number



OFFICE USE ONLY

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 7 SAVAIL CLOSE COMMUNITY TITLES SCHEME	Lodger (Name, address, E-mail & phone number) MARINO LAWYERS 70 GRAPTON ST, CAIRNS Q 4870 Ph 07 4081 6700 lawyers@marinolawyers.com.au FLA: 211542	Lodger Code 795
2. Lot on Plan Description LOT 19 SP 178693		Title Reference 50637583
3. Registered Proprietor/State Lessee KEVIN GERARD MYERS AND DIANA ANGELINE MYERS		
4. Interest NOT APPLICABLE		
5. Applicant KEVIN GERARD MYERS AND DIANA ANGELINE MYERS		

6. Request
I hereby request that: the first CMS deposited herewith be recorded as the CMS for 7 Savail Close Community Titles Scheme and that C/- 7 Savail Close, Palm Cove Qld 4879 be recorded as the address for service on the body corporate for the scheme.

7. Execution by applicant

27/07/2021
Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Karissa Leigh Andrejic
Solicitor QLD

Ka

pm

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
 CMS LABEL NUMBER

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

<p>1. Name of community titles scheme 7 SAVAIL CLOSE COMMUNITY TITLES SCHEME</p>	<p>2. Regulation module SMALL SCHEMES</p>								
<p>3. Name of body corporate BODY CORPORATE FOR 7 SAVAIL CLOSE COMMUNITY TITLES SCHEME</p>									
<p>4. Scheme land</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Lot on Plan Description</td> <td style="width: 30%;">Title Reference</td> </tr> <tr> <td>Common Property of 7 Savail Close Community Titles Scheme</td> <td>To issue from 50637583</td> </tr> <tr> <td>Lot 191 on SP323463</td> <td>To issue from 50637583</td> </tr> <tr> <td>Lot 192 on SP323463</td> <td></td> </tr> </table>		Lot on Plan Description	Title Reference	Common Property of 7 Savail Close Community Titles Scheme	To issue from 50637583	Lot 191 on SP323463	To issue from 50637583	Lot 192 on SP323463	
Lot on Plan Description	Title Reference								
Common Property of 7 Savail Close Community Titles Scheme	To issue from 50637583								
Lot 191 on SP323463	To issue from 50637583								
Lot 192 on SP323463									
<p>5. #Name and address of original owner Kevin Gerard Myers Diana Angeline Myers 7 SAVAIL CLOSE, PALM COVE QLD 4879</p>	<p>6. Reference to plan lodged with this statement SP323463</p>								

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
 Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
 Not applicable

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

<p>27/10/2021 Execution Date</p>	<p><i>Kevin Gerard Myers</i> Kevin Gerard Myers</p> <p><i>Diana Angeline Myers</i> Diana Angeline Myers *Execution</p>
---	---

*Original owner to execute for a first community management statement
 *Body corporate to execute for a new community management statement

KGM *DM*

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 191 on SP323463	1	1
Lot 192 on SP323463	1	1
TOTALS	2	2

The deciding principle for the Contribution Schedule Lot Entitlement is the Equality Principle. The Contribution Schedule Lot Entitlements for each lot in the Scheme are equal.

The deciding principle for the Interest Schedule Lot Entitlements is the Market Value Principle. The Interest Schedule Lot Entitlements for each lot reflect the Market Value Principle.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not Applicable. In accordance with section 66(1) (f) and (g) of the BCCM Act (Qld) this is the final scheme for the land.

SCHEDULE C	BY-LAWS
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1. Definitions

In these by-laws, unless a contrary intention appears:-

"Act" means the *Body Corporate & Community Management Act 1997*.

"Authority" means any:-

- (a) Local or State Government;
- (b) Statutory or public authority; or
- (c) Any other person, authority, instrumentality or body
- (d) having jurisdiction over the land;

"Body Corporate" means the body corporate established for the Scheme;

"Committee" means the committee of the Body Corporate appointed under the *Body Corporate and Community Management Act 1997*;

"Common Property" means the common property for the Scheme;

"Costs" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and where appropriate includes reasonable fees and disbursements payable to contractors, accountants, lawyers and other consultants;

"Invitee" means each of the Owner's or Occupier's agents, visitors, tenants, lessees, licensees, occupiers or others (with or without invitation) who may be on a Lot or the Scheme Land;

"Land" means the Lots and the Common Property for the Scheme;

"Lot" means a Lot on the Scheme;

"Occupier" means a person who is lawfully on a Lot or the Common Property and includes the Occupier's invitees;

"Owner" means the registered owner of a Lot and includes the Owner's Occupiers or invitees;

[Handwritten signature]

[Handwritten signature]

"Scheme" means the community titles scheme containing the Lots and the Common Property.

2. **Interpretation**

- (a) If any by-law or part of a by-law is or becomes void or unenforceable then that by-law or part will be severed from these by-laws;
- (b) Reference to words importing the singular include the plural and vice versa;
- (c) Headings are for convenience only and do not form part of these by-laws or affect interpretation;
- (d) If any provisions of these by-laws are or become inconsistent with the provisions of any Act, the provisions of the Act will prevail to the extent of the inconsistency and these by-laws will operate to the extent that they are consistent with the Act;
- (e) For convenience words and phrases defined in these by-laws are indicated by capital letters, but the absence of a capital letter will not alone imply that a word or phrase is being used with a meaning different from that given by a definition.

3. **Noise**

- (a) An Owner must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- (b) Any noise shall be managed in accordance with any Authority requirements;
- (c) In the event of any unavoidable noise, an Owner must take reasonable steps to minimise annoyance to a person lawfully on another Lot or the Common Property.

4. **Nuisance**

An Owner or Occupier must not:-

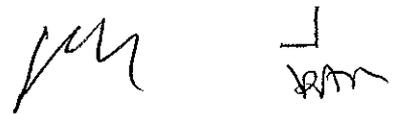
- (a) behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- (b) carry on or permit any noxious act, trade, business or occupation from a Lot or the Common Property;
- (c) obstruct lawful use of the Common Property by any person; or
- (d) use language likely to cause offence to a person lawfully on another Lot or the Common Property.

5. **Domestic Animals**

- (a) Owners and Occupiers may keep no more than the number of animal(s) as allowed by any Authority provided that:-
 - (i) the animal remains on the Owner's or Occupier's Lot (including Exclusive Use Areas);
 - (ii) the animal is not permitted on Common Property at any time;
 - (iii) the keeping of such animal does not breach any other By-Law, legislation or regulation; and
 - (iv) pet owners are responsible for hygienic disposal of pet waste in a timely fashion.

6. **Vehicles**

An Owner or Occupier must not park or stand a vehicle on the Common Property area except with the written consent of the Body Corporate.



7. **Removable Fence on Common Property**

- (a) The Common Property will have a removable fence constructed upon it. Should a party require access to the Common Property then:
- (1) the party requesting access will need to provide to the other Occupier no less than three (3) days written notice to remove the Fence;
 - (2) the fence must be reinstated back to its original configuration within two (2) business days of any works or access being completed; and
 - (3) where required, any washing lines are removed or folded down to allow access; and
 - (4) any work or access on the Common Property by a party must be completed within one (1) week from the removal of the fence unless otherwise agreed in writing.
- (b) Maintenance of, repairs and if required, replacement costs to the fence is the joint responsibility of the Owners.

8. **Obstruction**

An Occupier must not obstruct lawful use of the Common Property by any other person. Activity on the Common Property should be as minimal as possible.

9. **Damage to Common Property**

- (a) An Owner or Occupier must not:-
- (i) damage any garden, tree, plant and the like situated in the Common Property or the fence dividing the two buildings;
 - (ii) use for its own purposes any portion of the Common Property as a garden;
 - (iii) mark, paint or drive nails or screws or the like into the Common Property; or
 - (iv) otherwise damage or deface any structure that forms part of the Common Property or the adjoining Owners lot or exclusive use area
- without the Body Corporate's written consent.
- (b) Any damaged caused to the Common Property will be the responsibility of the Owner or Occupier who has caused the damage. That Owner will be responsible for the costs to repair the Common Property.

10. **Alterations to Lot**

Subject approval from any Authority (as required), an Owner may make change to the external appearance, add any fixtures, fittings or any structural alterations to the Lot and Exclusive Use area without the written consent of the Body Corporate).

11. **Garbage**

- (a) An Owner must:-
- (i) keep any rubbish bins in an Owners exclusive use area and not be visible from the street;
 - (ii) keep an adequately covered receptacle for garbage in a clean and dry condition on the Lot;
 - (iii) not deposit any garbage on the Common Property, except in a receptacle or area designated by the Body Corporate for that purpose;
 - (iv) comply with all Authority laws about disposal of garbage;

Handwritten initials: "hr" and "DM" with a small square symbol next to "DM".

- (v) ensure that it does not adversely affect the health, hygiene or comfort of the Owners of other Lots when disposing of garbage;
- (vi) keep the Lot and any area of which it has exclusive use tidy and free of all litter; and
- (vii) ensure that all garbage is drained and securely wrapped in small parcels.

12. Breaches and Penalties

- (a) A person who breaches any provision of these by-laws or any lawful direction given under them shall be guilty of a breach of these by-laws;
- (b) A person guilty of a breach of these by-laws must remedy the breach as soon as they become aware of it and in any event within seven (7) days after notice from the Body Corporate requiring them to do so.

13. Recovery by Body Corporate

Where the Body Corporate spends money to repair damage caused by a breach of the Act or of these Bylaws by any Occupier or Invitee, then the Body Corporate is entitled to recover the amount spent as a debt in any Court action from the Owner of the Lot from which that Occupier or Invitee came.

14. Recovery of Costs

- (a) The Body Corporate may recover its costs from an Owner in connection with:-
 - (i) undertaking an obligation of the Owner of a Lot under these by-laws; and
 - (ii) remedying a breach of these by-laws by an Owner.

15. Exclusive Use

- (a) Each owner of a Lot shown in Schedule E shall have the exclusive use of the corresponding area of Common Property designated on the exclusive use plan forming part of Schedule E for the purposes set out in Schedule E;
- (b) The Owner of a Lot that has the benefit of an exclusive use area is permitted to construct or otherwise make any improvement on the exclusive use area without the written consent of the Body Corporate; and
- (c) Each owner of a Lot shall, subject to the Act, be responsible for the maintenance, upkeep, repair with respect to the exclusive use area.

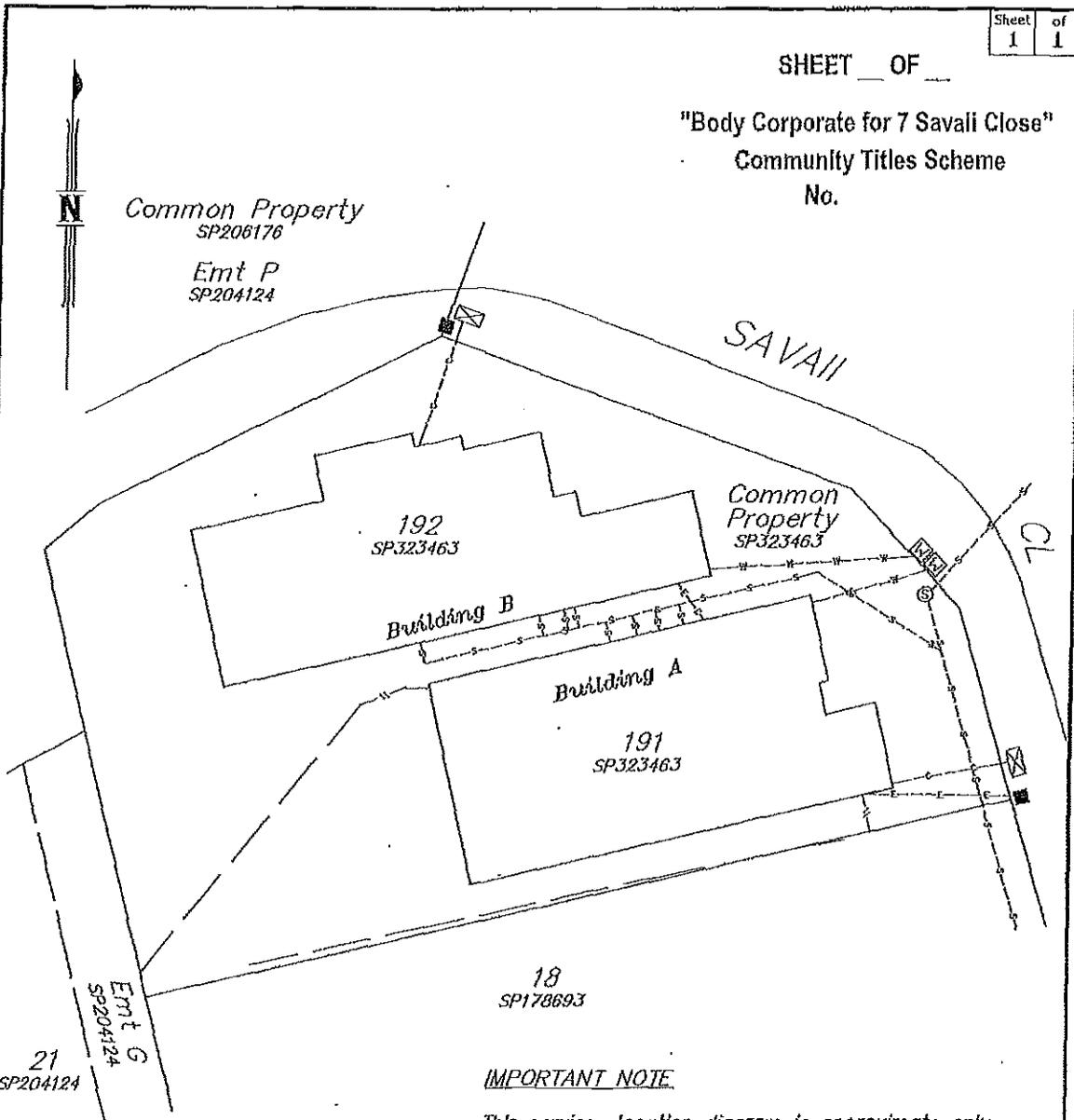
SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Services Location Diagram is attached

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use Area	Purpose
Lot 191 on SP323463	Area "A" on Sketch Plan of Exclusive Use Area	Landscaping and General Use
Lot 192 on SP323463	Area "B" on Sketch Plan of Exclusive Use Area	Landscaping and General Use

"Body Corporate for 7 Savaii Close"
Community Titles Scheme
No.



LEGEND:-

- ⊙--- Sewer / Sewer M/H
- [W]--- Water / Water Meter / Stop Valve
- [E]--- Electricity / Cable Box
- [C]--- Communications / Pt
- Fence

IMPORTANT NOTE

This services location diagram is approximate only based on client instructions. This plan discloses the existence of service easements for the purpose of S.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as design information, client instruction and has not be verified after construction by survey.



SCALE 1:250 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE. (A4)

**SERVICES LOCATION
DIAGRAM
SHEET 1 OF 1**

SCALE 1:250

19/02/2021



RPS Australia East Pty Ltd
ACN 140 292 782

135 Abbott St
PO Box 1910
CAIRNS QLD 4870

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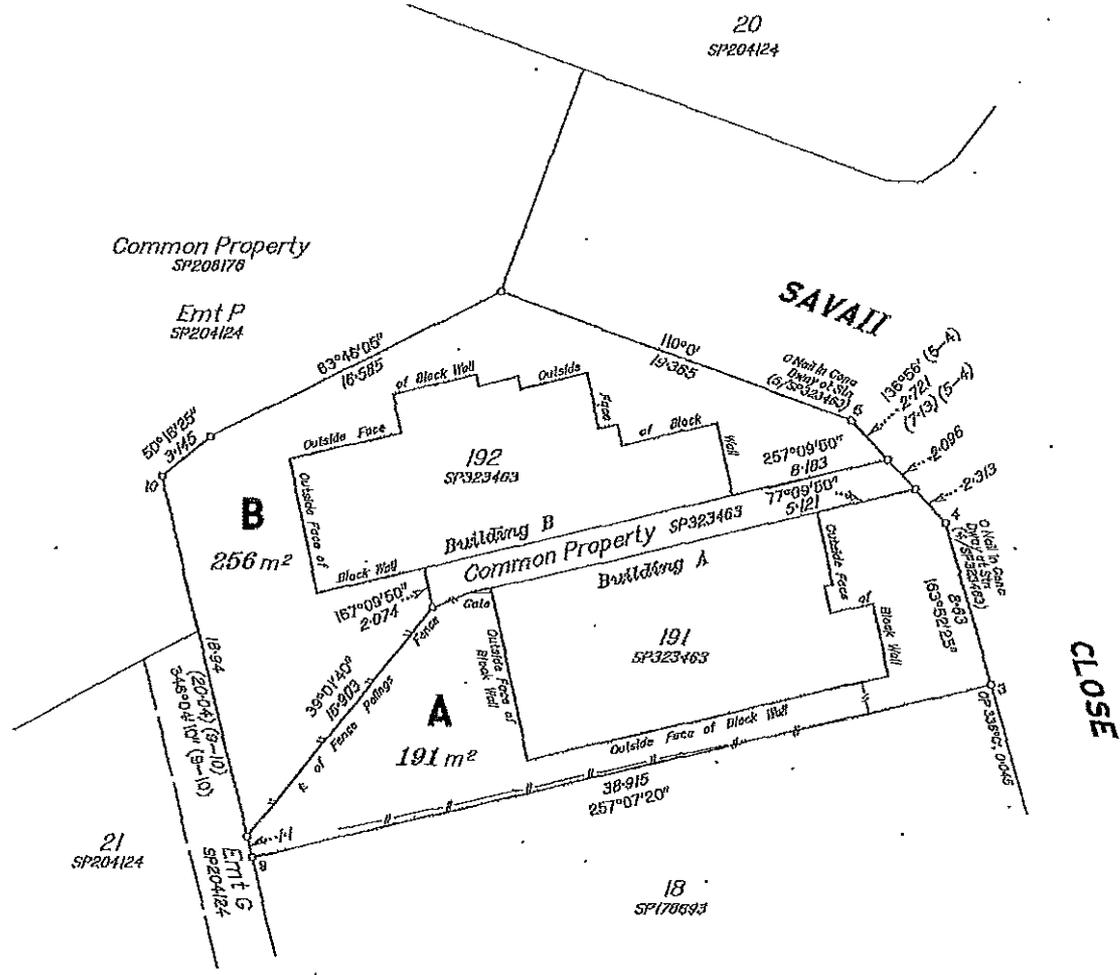
DWG REF.

PR147385_04.dwg

Handwritten signatures and initials.

SHEET ___ OF ___

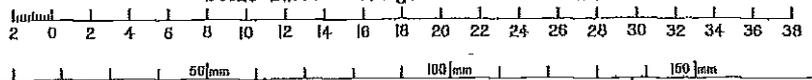
"Body Corporate for 7 Savail Close"
Community Titles Scheme
No.



RPS Australia East Pty Ltd ACN 140 292 782 hereby certify that the details shown on this sketch plan are correct.

A. Rodriguez
Authorised Delegate
Date 4-6-2021

Scale 1:250 - Lengths are in Metres.



RPS Australia East Pty Ltd : ACN 140 292 782
135 Abbott St ; PO Box 1040 : CAIRNS QLD 4070
T +61 7 4031 1986 : F +61 7 4031 2042
W rpsgroup.com.au

**Sketch Plan of
Exclusive Uses Area A & B**
being part of Level A Common Property on
SP323463 for Inclusion in Body Corporate for 7 Savail Close
Community Title Scheme No.

LOCAL GOVERNMENT: CAIRNS REGIONAL LOCALITY: PALM COVE
Meridian: SP323463 F/Ns: No

Scale: 1:250
Format: SKETCH
Drawing No: PR147385_03
Drawing File: PR147385_03.DWG

RM AM

PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY
Body Corporate and Community Management Act 1997

FORM 18C Version 1
Page 1 of 1

1. Name of community titles scheme

7 SAVAII CLOSE COMMUNITY TITLES SCHEME

2. Reference to survey plan to be lodged with statement (if applicable)

SP 323463

3. Planning body community management statement notation

 signed

Kelly Barnes, Manager Development, Planning and Property

name and designation

CAIRNS REGIONAL COUNCIL

name of planning body

Planning Body Reference Number: 8/7/2265



Duty Imprint

Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Print one-sided only

Client No: 4758082	Duties Act 2001
Transaction Number: _____	
Duty paid: \$	<input type="checkbox"/> Exempt
UTI: \$	
Date: / /	Signed:

1. Interest being transferred (if shares show as a fraction)
FEE SIMPLE

Lodger (Name, address, E-mail & phone number) Lodger Code

Note: A Form 24 - Property Information (Transfer) must be attached to this Form where interest being transferred is "fee simple" (Land Title Act 1994), "State leasehold" (Land Act 1994) or "Water Allocation" (Water Act 2000)

2. Lot on Plan Description
LOT 191 ON SP323463

Title Reference
51265808

3. Transferor
KEVIN GERARD MYERS
DIANA ANGELENE MYERS

4. Consideration
\$570,000.00

5. Transferee Given names Surname/Company name and number (include tenancy if more than one)

VI FAMILY SMSF PTY LTD AS TRUSTEE
FOR THE VI FAMILY SELF MANAGED
SUPER FUND

6. Transfer/Execution The Transferor transfers to the Transferee the estate and interest described in item 1 for the consideration and in the case of monetary consideration acknowledges receipt thereof. The Transferor declares that the information contained in items 3 to 6 on the attached Form 24 is true and correct. The Transferee states the information contained in items 1, 2, 4 to 6(h) on the attached Form 24 is true and correct. Where a solicitor signs on behalf of the Transferee the information in items 1, 2, 4 to 6(h) on the Form 24 is based on information supplied by the Transferee.

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994.

Separate executions are required for each transferor and transferee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

Geanne Josephine Flanders
C.dec No 51094

Witnessing Officer (signature, full name & qualification)

20/12/21
Execution Date

Transferor's Signature

Geanne Josephine Flanders
C.dec No 51094

Witnessing Officer (signature, full name & qualification)

20/12/21
Execution Date

Transferor's Signature

Witnessing Officer (signature, full name & qualification)

/ /
Execution Date

*Transferee's or Solicitor's Signature

Witnessing Officer (signature, full name & qualification)

/ /
Execution Date

*Transferee's or Solicitor's Signature

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

*Note: A Solicitor is required to print full name if signing on behalf of the Transferee and no witness is required in this instance

(This form must accompany Titles Registry Form 1 – Transfer when lodged in the Titles Registry)

Foreign Ownership of Land Register Act 1988, Duties Act 2001, Land Valuation Act 2010, Land Tax Act 2010, Local Government Act 2009, Water Act 2000, Electrical Safety Act 2002, Fire and Emergency Services Act 1990, South-East Queensland Water (Distribution and Retail Restructuring) Act 2009, Taxation Administration Act 2001

PART A – Transferee to complete

Title reference [51265808]

Page 1 of 2

Electronic version – for completion before printing one-sided only.

Where insufficient space in an item, use Form 20
(Enlarged Panel)

Mark appropriate [] with 'X'

Refer to guide for completion for further information and details
about the purpose of the collection of information.**Official use only****1. Transferee**(a) Given names & surname
or Company & ACN/ABN(b) Date of birth
(dd/mm/yyyy)(c) Residential or business address
after possessionVI Family SMSF Pty Ltd as trustee for the VI
Family Self Managed Super Fund
ACN 655 463 095

(d) Contact details after possession

(i) Phone number - 04 14 509 080

(ii) Postal address (include only one address even if multiple owners) - As above OR complete address below

(iii) Email address - vladimir.kilbin@sa.gov.au

(e) Name of trust - **N/A** [] OR complete - VI Family SMSF Pty Ltd

(f) Is transferee a foreign person / corporation?

N/A []**NO** [x]**YES** []➤ Attach completed Form 25
(Foreign Ownership Information)Note: The definition of a foreign person or corporation is
defined in the Foreign Ownership of Land Register Act 1988.
Refer to guide for completion for more information.(N/A if only for a
Water Allocation)

(g) Does transferee ordinarily reside in Australia?

N/A []**NO** []**YES** [x](N/A if only for a
Water Allocation)**2. Transaction**

(a) Date of possession (dd/mm/yyyy) – 07/01/2022

➤ The date of possession is the actual date the transferee has legal control
or ownership of the property. Usually, this is the date of settlement, or the
date as agreed to by both parties.

(b) Date of settlement (dd/mm/yyyy) – 07/01/2022

➤ The date of settlement must be completed even where it is the same as
the date of possession.

This form is comprised of two Parts -

- Part A – Transferee to complete
- Part B – Transferor to complete

BOTH parts must be submitted
with the Form 1 Transfer.

(This form must accompany Titles Registry Form 1 – Transfer when lodged in the Titles Registry)

PART B – Transferor to complete

Title reference [51265808]

Page 2 of 2

Electronic version – for completion before printing one-sided only.
Where insufficient space in an item, use Form 20 (Enlarged Panel).

Mark appropriate [] with 'X'

Refer to guide for completion for further information and
details about the purpose of the collection of information.

3. Transferor's residential or business address after settlement

70 Grafton Street Cairns QLD 4870

4. Details of sale price (Sale price must include GST if applicable)

(a) Property excluding water allocation

Cash \$570,000.00
Vendor terms \$
Assumption of liabilities \$
Other (specify above) \$
Total \$570,000.00

(b) Water allocation - N/A [X] OR complete below

Cash \$
Vendor terms \$
Assumption of liabilities \$
Other (specify above) \$
Total \$

5. Property details

(a) Land / Water allocation description

Lot Plan type & no.
191 SP323463

(h) Property address (leave blank for water allocations)

Street no. Street name Suburb/Town/Locality Postcode
**** 7A Savai'i Close Palm Cove 4879

(c) Property transferred includes:

Plant & machinery []
Livestock []
Crops []
Existing right []
Movable chattels []
Water licence []
Interim water allocation []
Other: []

(d) Current land use:

Vacant land []
Dwelling []
Multi-unit []
Flats []
Guest house / Private hotel []
Farming []
Industrial []
Commercial []
Other: []

(e) Water allocation - N/A [] OR complete below

(i) Is water allocation unsupplemented?
NO [] YES [] > complete (ii) below
(ii) Reference number of the water allocation
dealing certificate - unsupplemented

(f) Safety switch

(i) Is an electrical safety switch installed? N/A [] NO [] YES []
(ii) Has transferee been informed in writing about its existence? N/A [] NO [] YES []

(g) Smoke alarm

(i) Is a compliant smoke alarm/s installed? N/A [] NO [] YES []
(ii) Has transferee been informed in writing about its existence? N/A [] NO [] YES []

6. Transaction information

(a) Is there an agreement in writing for the transfer of dutiable property? NO [] YES [X] > If Yes, complete (b) below

(b) If Yes, provide the date of the written agreement (dd/mm/yyyy) - 08/12/2021 (leave blank if No above)

(c) Were any transferees related to or associated with any transferors at the date of the dutiable transaction? NO [] YES [] > If Yes, complete (d) below

(d) If Yes above, state the degree of relationship / association and supply evidence of value to Office of State Revenue -
> See guide for completion

(e) Is the consideration less than the unencumbered value of the property included in this transaction? NO [X] YES [] > See guide for completion

(f) Is this transaction part of an arrangement that includes other dutiable transactions? NO [X] YES [] > See guide for completion

(g) Is GST payable on this transaction? See guide for completion NO [X] YES [] > If Yes, complete (h) below

(h) If GST is payable, is the transaction under the margin scheme? NO [X] YES []

(i) Is any transferor a non-Australian entity? NO [X] YES [] > See guide for completion

Your Ref: Erica Gruen
Dur Ref: LRC:NMT:214086
Contact: Nikki Townson
Office: All Offices

21 December, 2021

Lead Conveyancing
PO Box 3465
LOGANHOLME QLD 4129

**LEGAL
PRACTITIONER
DIRECTORS**

Lashia R Call
LL.B. GradDipLP

Maree T Mazur
LL.B. BBus. GradDipLP

CONSULTANT
Charles A Marino
LL.B. FAICD

**SENIOR
ASSOCIATE**
Kerissa L. Andrejic
BA, LL.B. LL.M.
GradDipLP

Dear Colleagues

**MYERS SALE TO VI FAMILY SMSF PTY LTD AS TRUSTEE
PROPERTY: 7A SAVAI'I CLOSE, PALM COVE QLD 4879**

We refer to previous correspondence in this matter and **enclose** Transfer, together with Form 24, duly executed by our client. These documents are returned on your undertaking to use same for pre-settlement stamping purposes only.

Settlement will be effected at Cairns on 7 January 2022.

In order that we may prepare draft settlement figures, please provide copies of your searches at least 3 working days prior to settlement.

Any time agreed upon for settlement shall be merely for the convenience of the parties and their representatives, and we reserve the right, on behalf of our client, to effect settlement at any time up to and including 4.00pm on the agreed settlement date.

Yours faithfully
MARINO LAWYERS

per: *Marino Lawyers*

Writer's direct e-mail: nikki.townson@marinolawyers.com.au

encs

CAIRNS
Marino's Arcade
First Floor, 70 Grafton Street
PO Box 6722
Cairns Qld 4870

Phone: 07 4081 6700

Email: lawyers@marinolawyers.com.au

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Cairns Qld 4870

BABINDA
Ground Floor
51 Munro Street
PO Box 6722
Cairns Qld 4870

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EF 727

LEAD CONVEYANCING
COLLINS SQUARE TOWER FIVE
LEVEL 23, 727 COLLINS STREET
MELBOURNE VIC 3008

Title Reference:	51265808
-------------------------	-----------------

Lodgement No:	5339696
----------------------	---------

Office:	E LODGE (EFT)
----------------	---------------

This is the current status of the title as at 11:11 on 27/01/2022

ESTATE AND LAND

Estate in Fee Simple

LOT 191 SURVEY PLAN 323463

Local Government: CAIRNS

COMMUNITY MANAGEMENT STATEMENT 54739

REGISTERED OWNER

Dealing No: 721432755 25/01/2022

VI FAMILY SMSF PTY LTD A.C.N. 655 463 095
UNDER INSTRUMENT 721432755

TRUSTEE

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 20840238 (POR 73V)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

721432755 TFR TO TTEE

B-EG-KIL01-0122

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

FORM OSR – D2.2

Version 10 – Effective 12 October 2020

Duties Act 2001 sections 19(3)(b) and 246H

Land Tax Act 2010 section 78(3)

Taxation Administration Act 2001 section 113D(1)



Guide to completing a dutiable transaction statement

Do not return this guide with the completed form. Retain the guide for future reference.

Am I required to complete a dutiable transaction statement?

Transfer duty applies when you enter into a dutiable transaction in relation to dutiable property in Queensland. You must complete a dutiable transaction statement whenever you enter into a dutiable transaction.

Notes:

- This form includes questions relating to additional foreign acquirer duty (AFAD).
- Each non-Australian transferor and transferee must also complete an identity details annexure when the transaction involves a transfer of real property (e.g. houses, apartments, business premises or vacant land).

What are my obligations?

A dutiable transaction statement (including an identity details annexure, if required) must be completed and lodged with the document for the transaction within 30 days after the dutiable transaction takes place. If there is no document, lodge a transfer duty statement (Form D2.3) with this form. You must lodge this statement even if a Form 24 Property Transfer Information (available from the Department of Natural Resources and Mines) is completed.

You are also required to retain any records to verify your liability to transfer duty for 5 years.

Where do I lodge my documents?

If you have a legal adviser, you should provide them with the documents for the dutiable transaction you have entered into and the completed Form D2.2. They may assess duty for your transaction if they are a registered self assessor. If you do not have a legal adviser, or settlement or lodging agent, you can lodge with the Commissioner of State Revenue for assessment. Send the form and your documents to GPO Box 2593, Brisbane Qld 4001. You will be notified by email or text message when your documents are received.

How to complete this form

This form has 6 parts (labelled A to F) and smaller questions within each part numbered individually. When completing this form, print or type all responses in boxed spaces. If there is insufficient space, attach additional forms or pages.

Part A – Dutiable transaction

Question 1

Enter the date on which the document establishing the dutiable transaction was signed by the parties.

Question 2

Identify the type of dutiable transaction from the following list.

Transfer of dutiable property	The transfer of dutiable property is the only document representing the transaction.
Agreement for the transfer of dutiable property	The transfer of dutiable property is established through a written document other than transfer; for example, a contract to buy property.
Surrender of dutiable property that is land in Queensland or a transferable site area	A person abandons, abrogates, cancels, extinguishes, forfeits, redeems or relinquishes their right in either land or a floor space area.
Vesting dutiable property under legislation or court order	Property is accrued to a person through legislation or an order of a court; for example, a vesting of trust property in a new trustee to effect a change of trustee under section 15 of the <i>Trusts Act 1973</i> .

Foreclosure of a mortgage over dutiable property relates	Property of the mortgagor becomes the property of the mortgagee as a consequence of failure to repay a loan.
Acquisition of a new right on its creation, grant or issue	<p>Acquisition of a new right in respect of:</p> <ul style="list-style-type: none"> • land in Queensland, other than the following interest in land: <ul style="list-style-type: none"> – a security interest – a partner’s interest in a partnership – a trust interest – the interest of a discretionary object of a trust that holds dutiable property • a lease or licence of a business conducted in Queensland (other than a franchise arrangement) • an option to acquire dutiable property if the acquisition of the property would be a dutiable transaction • a right to use an existing statutory licence granted by the state • a right to use an existing statutory licence granted by the Commonwealth if the rights under the licence are exercisable in Queensland • a cane railway easement granted under the <i>Sugar Industry Act 1999</i> • a water entitlement • a licence or right to do a thing that is prescribed under a regulation and sold or granted by the state, a government entity or a government-owned corporation.
Partnership acquisition	A person acquires a partnership interest in a partnership that either holds dutiable property or has an indirect interest in dutiable property. (Note that if that person also acquires a direct or indirect interest in an associated entity that has a connection with the partnership, a separate approved form must be lodged for any associated transaction.)
Creation of a trust of dutiable property	A person who has acquired property other than as trustee starts to hold the property as trustee. A person who owns dutiable property on trust commences to hold that dutiable property on trust for another trust.
Termination of a trust of dutiable property	A person, having held the property as trustee starts to hold the property other than as trustee.
Trust acquisition or trust surrender	A person acquires or surrenders a trust interest in a trust that holds dutiable property or has an indirect interest in dutiable property (includes units in a private unit trust scheme).

Question 3

Identify the type of dutiable property from the following list (includes an interest in the listed types of property).

Land in Queensland	The primary purpose of the transaction is the transfer of land, or an interest in land, located within Queensland.
Queensland business asset	<p>The primary purpose of the transaction is the transfer of 1 or more of the following business assets of a Queensland business:</p> <ul style="list-style-type: none"> • goodwill • a statutory business licence used for carrying on a business • a right to use a statutory business licence used for carrying on a business • the business name used for carrying on a business • a right under a franchise arrangement used for carrying on a business • a debt of a business if the debtor resides in Queensland • a supply right of a business • intellectual property used for carrying on a business • personal property in Queensland of a business.
Interest in property other than a security interest	The primary purpose of the transaction is the transfer of an interest in property other than a security interest.
Residential off-the-plan purchase	A residential off-the-plan purchase occurs when you enter into a contract to purchase new residential property before construction is completed. An off-the-plan purchase generally involves a proposed lot where the title is yet to be registered. Settlement of the contract cannot occur until certain events have happened (e.g. where the owner of the land has not completed all capital works required before the title can issue, such as boundaries, roads, and telephone and electricity connections; or where an apartment block is being built).

New building	<p>A new building is residential premises that is one of the following:</p> <ul style="list-style-type: none"> – has not previously been sold or transferred as residential premises (e.g. purchasing a new home directly from a developer) – has been built, or contains a building that has been built, to replace demolished premises on the same land – has been created through substantial renovations. <p>Substantial renovations are generally renovations in which all, or most, of the structural or non-structural components of a building are removed or replaced. Most of the rooms in the previous building must have been affected, and the renovations must have affected the building as a whole. The sale of substantially renovated residential premises generally attracts a GST liability.</p> <p>To the best of your knowledge, identify if the residential premises is a new building.</p>
--------------	---

Provide the real property description or a detailed description of the dutiable property for the dutiable transaction. These details will normally be displayed on the documents for the transaction. As a guide, the description should be sufficiently detailed to enable identification of the property:

- For a Queensland business asset, list all the Queensland business assets involved in the transaction.
- For partnership acquisition, list all the dutiable property held by the partnership.
- For trust acquisition or trust surrender, list all the dutiable property held by the trust.

For example: If a taxi licence is being acquired, state the licence type and licence number, and describe any vehicle (make/model/type/year), equipment, shares or base fees, and any other asset acquired.

Parts B & C – Transferor and transferee details

A party to a transaction is any person who currently has an interest in the property and any person who will have an interest in the property as a result of a dutiable transaction the subject of this form.

Provide the name and current address of all parties to the transaction:

- A party that is disposing of property is a transferor – enter the details for the transferors at Part B.
- A party that is acquiring dutiable property is a transferee, including transactions where they are acting as an agent for another party (see ‘AFAD transferees’) – enter transferee details at Part C.

For each transferee, you also need to tell us the interest in the dutiable property that each transferee is acquiring in the transaction, expressed as a fraction. This excludes any interest that the party held in the property before the dutiable transaction.

For example:

- *You are the sole purchaser of a Queensland business. The interest you are acquiring is 1.*
- *You acquire a business jointly with your spouse. You and your spouse each acquire a ½ interest in the business.*
- *You own a business jointly with your sister. You then agree to acquire your sister’s interest in the business. You will acquire a ½ interest in the business in this transaction.*

Non-Australian entities

Each transferor and transferee must indicate whether they are a non-Australian entity. Each non-Australian transferor and transferee must complete an identity details annexure.

A non-Australian entity refers to:

- individuals who are not Australian citizens (non-Australian individuals include permanent residents)
- companies incorporated outside Australia
- trusts with a country of tax residence that is not Australia
- other bodies (e.g. body politic, corporation sole) formed outside Australia.

If you are an individual with dual citizenship, you are only a non-Australian entity if neither citizenship is Australian.

This information requirement applies regardless of additional foreign acquirer duty (AFAD). If you are an AFAD transferor or transferee, you must also complete this question.

AFAD transferees

For AFAD, ‘transferee’ refers to the acquirer(s) for the transaction (see s. 233 of the Duties Act).

For each transferee, you will need to advise if they are a foreign person—that is, a foreign individual, foreign corporation or trustee of a foreign trust.

You are a foreign individual if you are not an Australian citizen or permanent resident.

A foreign corporation is one that is incorporated outside Australia or in which foreign persons, or related persons of foreign persons, have a controlling interest of at least 50%.

A trust is foreign if at least 50% of its interests are trust interests of:

- foreign individuals
- foreign corporations
- trustees of a foreign trust
- related persons of any of the above, including partners in a partnership.

Provide the following information for foreign trusts:

- Country of establishment—the country where the trust was established. This will not be Australia where the trust relationship was established or a trust deed was made under the jurisdiction of a country other than Australia.
- Country of residence for tax purposes—the country in which the trust is resident for tax purposes. Tax residency may depend on if the country the trust is in has a tax treaty with Australia. If the trust pays tax in Australia and other countries, state the main other country in which the trust pays tax. Seek professional advice or go to www.ato.gov.au/Individuals/International-tax-for-individuals for more information.
- Overseas registration number—equivalent to an ABN, ACN or ARBN
- Foreign Investment Review Board application number—received when originally purchasing the property. Provide this number regardless of whether an exemption was given. Email FIRBResidential@ato.gov.au if you need your application number.
- Other overseas identifier—any other unique identifier separate to the overseas identifier allocated to you in your country of nationality or citizenship (e.g. ID card for individuals; ABN or ACN equivalent that has not been provided as the overseas registration number or another government-issued identifying number for non-individuals).

Where a person is appointed in writing as an agent for another person (the principal) and, under the appointment, the agent enters into an agreement for the transfer of dutiable property on behalf of the principal, the agent is considered to be the transferee when answering the questions under Part C. (See s. 22(3) of the Act.)

Where a transferee enters into an agreement for the transfer of dutiable property for, or for the benefit of, a company proposed to be registered under the *Corporations Act 2001* (Cwlth), the transferee under the agreement is considered to be the transferee for the agreement transaction when answering the questions under Part C.

Part D – Other transaction information

Transfer duty is imposed on the dutiable value of a transaction. This is usually either the unencumbered value of the property or the consideration paid or payable, whichever is higher.

The unencumbered value of property is the value of the property without regard to any encumbrance or arrangement. If the consideration for the transaction is less than the unencumbered value, or if any of the transferors in the transaction are related to any of the transferees in the transaction, sufficient evidence must be obtained to substantiate this value and be available for us to verify.

Special rules apply for calculating the dutiable value of certain types of dutiable transactions, such as statutory dutiable transactions, partitions, surrenders of lease, trust acquisitions and surrenders, partnership acquisitions and acquisitions of new rights. If you are completing this form for certain transactions for dutiable property in multiple jurisdictions, you will only need to include the unencumbered value of the property attributable to Queensland. You should refer to the *Duties Act 2001* for further information.

For example:

- *If you are acquiring a taxi licence, you should provide a separate value for the licence and any vehicle, equipment, shares or base fees or other asset acquired. If you are required to determine the unencumbered value of indirect interests or mergers, provide a full summary of how the value is calculated.*
- *You buy 30% of the units in a trust that holds land in Queensland. The dutiable value of the transaction will be the consideration for the units or the amount worked out by applying your trust interest (30%) to the unencumbered value of the land held by the trust, whichever is the higher. To confirm the dutiable value of the transaction, you need to provide a copy of the balance sheet for the trust.*
- *You acquire business assets in a business that is conducted in Queensland and New South Wales. Special rules apply for calculating the dutiable value of the goodwill and intellectual property attributable to Queensland.*

AFAD (additional foreign acquirer duty) residential land is land in Queensland that is, or will be, solely or primarily used for residential purposes when certain other criteria are met. (See the Duties Act.) A reference to AFAD residential land includes chattels that are acquired in the same dutiable transaction as the land and where the use is directly linked to, or is incidental to, the use and occupation of the land.

Examples of AFAD residential land include:

- homes and apartments
- vacant land on which a home or apartment will be built
- land for development, such as
 - smaller unit blocks
 - housing subdivisions
 - major developments with a residential component
- buildings refurbished, renovated or extended for residential use.

Where property includes AFAD residential land, the dutiable value of the AFAD residential land (including chattels that are acquired in the same dutiable transaction as the land and where the use is directly linked to, or is incidental to, the use and occupation of the land) must be specified.

Where the transaction forms part of an arrangement that includes other dutiable transactions, provide the full details of the other transactions (e.g. contract of sale between XYZ Pty Ltd and PBF Pty Ltd dated 23/07/20xx) at question 13.

Part E – Concessions and exemptions

If you are entitled to claim any of the following concessions/exemptions, enter the corresponding number in the box shown at question 14. Sufficient evidence to substantiate your claim for concession/exemption under the relevant section of the Duties Act must accompany this form.

Concessions may apply to the non-AFAD-related transfer duty imposed; however, none of the concessions listed below apply when calculating AFAD.

A transaction that is exempt from transfer duty will be exempt from AFAD.

No.	Description	Duties Act	Evidence required
1	Concession for superannuation	s. 108	✓
2	Cancelled agreements	s. 115	Statutory declaration available from www.publications.qld.gov.au
3	Particular agreements entered into before registration of company	s. 116	✓
4	Change of trustee	s. 117	Statutory declaration available from www.publications.qld.gov.au
5	Trust acquisition or surrender in family trust	s. 118	✓
6	Trust acquisition or surrender in superannuation fund	s. 119	✓
7	Trust acquisition or surrender for membership of particular unincorporated association	s. 120	✓
8	Trust acquisition or surrender for dutiable property comprising only existing rights	s. 121	✓
9	Particular distribution of dutiable property to a beneficiary	s. 123	✓
10	Deceased person's estate	s. 124	Copy of will or court order
11	Particular vestings of dutiable property	s. 125	
12	Transactions for trust created for person under legal disability	s. 126	✓
13	Special disability trusts	s. 126A	✓
14	Declaration of charitable trust	s. 127	✓
15	Community purpose associations	s. 128	✓
16	Transfer by direction to primary custodian for responsible entity of registered managed investment scheme	s. 129	✓
17	Other transfers of scheme property of registered investment scheme	s. 130	✓
18	Transfer by direction to custodian of superannuation entity	s. 130A	✓
19	Other transfers of fund property to eligible superannuation entities	s. 130B	
20	Particular exemptions for asset-backed securities	s. 130H	
21	Mortgage-backed securities	s. 130I	✓
22	Dealings under Aboriginal and Torres Strait Islander Land Acts	s. 131	
23	Vesting under boundary adjustment plans	s. 132	
24	Building units and group titles plans and community titles schemes	s. 133	
25	Forfeiture orders	s. 134	
26	Industrial organisations	s. 135	
27	Dealings under <i>Land Act 1994</i>	s. 136	
28	Mining, petroleum and other particular legislation	s. 137	

No.	Description	Duties Act	Evidence required
29	Manufactured homes	s. 138	
30	Dealings under <i>South Bank Corporation Act 1989</i>	s. 139	
31	Particular water entitlements	s. 140	
32	Particular statutory bodies	s. 141	
32A	Mandatory buyback under <i>Retirement Villages Act 1999</i> (RVA)	s. 141A	Contract under s. 63A of the RVA
33	Exempt institution art unions	s. 142	
34	Change of tenure	s. 143	
35	Joint tenancy	s. 144	
36	Transfer to state for public or community purposes	s. 145	
37	Leases of particular residences	s. 146	
38	Surrender of lease	s. 147	✓
39	Stocks or bonds of a state authority or corporate debt securities	s. 148	
40	Debt factoring agreements	s. 149	✓
41	Particular chattels	s. 150	✓
42	Particular residences	s. 151	Statutory declaration available from www.publications.qld.gov.au
43	Indigenous land use agreement	s. 151A	Statutory declaration available from www.publications.qld.gov.au
44	To correct a clerical error in previous dutiable transaction other than where there is an error in the property description (see 46)	s. 152	<ul style="list-style-type: none"> • A covering letter setting out facts and circumstances • Statutory declarations by all parties • Any other evidence to establish the facts
45	To correct a clerical error if the error is a misdescription of property	s. 152A	
46	Exemptions for charitable institutions	s. 414	Statement addressing the use requirement and start date. See ss. 415–416
47	Matrimonial and de facto relationships	s. 424	
48	State	s. 426	
49	Instruments and transactions under <i>Associations Incorporations Act 1981</i>	s. 427	
50	Instruments and transactions under <i>National Gas (Queensland) Act 2008</i>	s. 428	
51	Instruments and transactions under <i>Housing Act 2003</i>	s. 429	
52	Instruments and transactions under other Acts	s. 430	
53	<i>Queensland Investment Corporation Act 1991</i>	s. 431	
54	Queensland Treasury Corporation and its affiliates	s. 431A	
55	Court order made under Part VIII of the <i>Family Law Act 1975</i> (Cwlth)	s. 90 (FLA)	Original or certified copy of court order
56	Financial and other agreements under the Family Law Act	s. 90L (FLA)	Original or certified copy of agreement
57	Certain instruments not liable for duty under the Family Law Act	s. 90WA (FLA)	Original or certified copy of agreement or court order
58	Small business restructure	Administrative arrangement	<ul style="list-style-type: none"> • A covering letter setting out facts and circumstances • Financial statements

The Office of State Revenue is collecting the information on this form on behalf of the Commissioner of State Revenue for the purposes of administering state revenue. This is authorised by the *Duties Act 2001*, the *Land Tax Act 2010* and the *Taxation Administration Act 2001*. Your personal information may be disclosed without your consent in circumstances outlined in the *Taxation Administration Act* or as otherwise authorised by law. It is the Office of State Revenue's usual practice to disclose personal information collected on this form to the Australian Taxation Office and other Australian state and territory revenue offices in accordance with the *Taxation Administration Act*.

Return the completed form to your legal adviser, or settlement or lodging agent. If you do not have one, send the form and documents to the Commissioner of State Revenue, GPO Box 2593, Brisbane Qld 4001.

Email: duties@treasury.qld.gov.au

Ph: 1300 300 734

Visit www.qld.gov.au/osr for information about duties and other state taxes.

FORM OSR – D2.2

Version 10 – Effective 12 October 2020

Duties Act 2001 sections 19(3)(b) and 246H

Land Tax Act 2010 section 78(3)

Taxation Administration Act 2001 section 113D(1)



Dutiable transaction statement

About this form

You should complete this form each time a dutiable transaction is entered into, whether or not a Form 24 Property Transfer Information Form (available from the Department of Natural Resources and Mines) is completed.

Notes:

- This form includes questions relating to additional foreign acquirer duty (AFAD).
- Each non-Australian transferor and transferee must also complete an identity details annexure when the transaction involves a transfer of real property (e.g. houses, apartments, business premises or vacant land).

When completed, this form (including an identity details annexure, if required) must accompany the document for the dutiable transaction that you have entered into. If there is no document for the transaction, you must attach a transfer duty statement (Form D2.3) for the transaction.

Before you begin, you should read the 'Guide to completing a dutiable transaction statement' to make sure that you understand how to lodge your documents for assessment and your obligations, and the meaning of terms used in this form.

Part A – Dutiable transaction

1. Date

Date of document

08/12/2021

2. Dutiable transaction type

- Transfer of dutiable property
- Agreement for the transfer of dutiable property
- Surrender of dutiable property that is land in Queensland or a transferable site area
- Vesting of dutiable property under legislation or court order
- Foreclosure of a mortgage over dutiable property
- Acquisition of a new right on its creation, grant or issue
- Partnership acquisition
- Creation or termination of a trust of dutiable property
- Trust acquisition or trust surrender

3. Dutiable property

- Land

Lot (from, if more than 1)

191

Lot (to, if more than 1)

Plan type

SP

Plan number

323463

Title reference

51265808

New building

Residential off-the-plan purchase

- Other property

Indicate the type of dutiable property.

Queensland business asset

Transferable site area

Chattel

Existing right

If applicable, provide the estimated value of the Queensland goodwill and intellectual property. Include these amounts in the dutiable value at question 11.

Estimated business goodwill \$ Estimated intellectual property \$

Provide a detailed description. Attach additional pages if necessary.

Part B – Transferor details

Provide details for all transferors. Complete an additional Form D2.2 if required.

4. Transferor 1 details

Complete the details for the individual or non-individual transferor, and note if they are a trustee and non-Australian entity.

Individual

First name
Middle names
Surname
Date of birth (if known)

Non-individual (e.g. company, trust)

Entity name
ABN ACN ARBN

Trustee

Is the transferor acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferor a non-Australian entity?

Yes Complete an identity details annexure.

No

Contact details

Care of
Current street address

Suburb State
Country Postcode
Mobile number Phone number
Email
Contact name
Provide name of person responsible for the entity (e.g. name of director or company secretary).

5. Transferor 2 details

Complete the details for the individual or non-individual transferor, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of birth (if known)

Non-individual (e.g. company, trust)

Entity name

ABN ACN ARBN

Trustee

Is the transferor acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferor a non-Australian entity?

Yes Complete an identity details annexure.

No

Contact details

Care of

Current street address

Suburb State

Country Postcode

Mobile number Phone number

Email

Contact name

Provide name of person responsible for the entity (e.g. name of director or company secretary).

Part C – Transferee details

6. Transferee 1 details

Complete the details for the individual or non-individual transferee, and note if they are a trustee and non-Australian entity.

Individual

First name	<input type="text"/>
Middle names	<input type="text"/>
Surname	<input type="text"/>
Date of birth	<input type="text"/>

Non-individual (e.g. company, trust)

Entity name	<input type="text" value="VI Family SMSF Pty Ltd"/>	
ABN <input type="checkbox"/>	ACN <input checked="" type="checkbox"/>	ARBN <input type="checkbox"/>
<input type="text" value="655 463 095"/>		

Trustee

Is the transferee acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferee a non-Australian entity?

Yes Complete an identity details annexure.

No

Additional foreign acquirer duty

Is the transferee a foreign person? Yes (Also complete question 12.) No

Is the transferee an agent who is a foreign person, acting for a principal? Yes (Also complete question 12.) No

Is the principal a foreign person? Yes (Also complete question 12.) No

If the transferee is a trustee of a foreign trust, provide the following information for the trust.

Country of establishment	<input type="text"/>
Country of tax residence	<input type="text"/>
Overseas registration number (e.g. business registration number)	<input type="text"/>
Foreign Investment Review Board application number	<input type="text"/>
Other overseas identifier (e.g. other government registration)	<input type="text"/>

Contact details

Care of	<input type="text"/>		
Current street address	<input type="text" value="8/435 Fullarton Road"/>		
	<input type="text"/>		
Suburb	<input type="text" value="Highgate"/>	State	<input type="text" value="SA"/>
Country	<input type="text" value="Australia"/>	Postcode	<input type="text" value="5063"/>
Mobile number	<input type="text" value="04 14 509 080"/>	Phone number	<input type="text"/>
Email	<input type="text" value="vladimir.kilbin@sa.gov.au"/>		
Contact name <small>Provide name of person responsible for the entity (e.g. name of director or company secretary).</small>	<input type="text" value="Vladimir Kilbin"/>		

7. Transferee interest acquired

Interest acquired

The ownership share of the property acquired by the transferee expressed as a fraction, such as $\frac{1}{2}$, $\frac{1}{3}$, $\frac{1}{4}$, or 1 if the transferee acquired all of the property.

8. Transferee 2 details

Complete the details for the individual or non-individual transferee, and note if they are a trustee and non-Australian entity.

Individual

First name

Middle names

Surname

Date of birth

Non-individual (e.g. company, trust)

Entity name

ABN

ACN

ARBN

Trustee

Is the transferee acting as trustee? Yes No

Trust name

Non-Australian entity

Is the transferee a non-Australian entity?

Yes Complete an identity details annexure.

No

Additional foreign acquirer duty

Is the transferee a foreign person?

Yes (Also complete question 12.)

No

Is the transferee an agent who is a foreign person, acting for a principal?

Yes (Also complete question 12.)

No

Is the principal a foreign person?

Yes (Also complete question 12.)

No

If the transferee is a trustee of a foreign trust, provide the following information for the trust.

Country of establishment	<input type="text"/>
Country of tax residence	<input type="text"/>
Overseas registration number (e.g. business registration number)	<input type="text"/>
Foreign Investment Review Board application number	<input type="text"/>
Other overseas identifier (e.g. other government registration)	<input type="text"/>

Contact details

Care of	<input type="text"/>		
Current street address	<input type="text"/>		
	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
Country	<input type="text"/>	Postcode	<input type="text"/>
Mobile number	<input type="text"/>	Phone number	<input type="text"/>
Email	<input type="text"/>		
Contact name	<input type="text"/>		

Provide name of person responsible for the entity (e.g. name of director or company secretary).

9. Transferee interest acquired

Interest acquired

The ownership share of the property acquired by the transferee expressed as a fraction, such as 1/2, 1/3, 1/4, or 1 if the transferee acquired all of the property.

Part D – Other transaction information

10. Related parties

Are any of the transferors related to any of the transferees? Yes Provide evidence of value. No

11. Dutiable value

Is the consideration less than the unencumbered value of property (including chattels) in this transaction?

Yes Unencumbered value (including business goodwill and intellectual property)

No Consideration (including business goodwill and intellectual property)

12. Additional foreign acquirer duty (AFAD) residential land

Is the land used solely or primarily for residential purposes, or will it be in the future?

Yes Value of AFAD residential land (This includes chattels where the use is directly linked to, or is incidental to, the use and occupation of the land.)
 No

13. Dutiable transaction arrangement

Provide full details of any other dutiable transactions that, together with this dutiable transaction, form part of an arrangement.

Date of dutiable transactions/arrangement	Description of dutiable transactions/arrangement	Have the transactions been lodged for assessment? If yes, provide transaction or assessment number if available.
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Part E – Concessions and exemptions

14. Concession/exemption claim

- A transaction that is exempt from transfer duty will also be exempt from AFAD.
- Concessions do not apply to AFAD.

If a concession or exemption is being claimed, provide the number from the guide that corresponds to the concession/exemption being claimed.

Part F – Verification

This verification is to be completed by either:

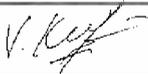
- a transferee or transferor

or

- a legal or accounting representative with knowledge of the transaction and the authority to execute this form.

I verify that I have read the guide to completing this form and that the information supplied to the Commissioner of State Revenue is true and correct. I am aware of my obligation to retain any records for 5 years.

Signature



Name

Vladimir Kilbin

Date

28/12/2021

For registered self assessors only:

Client number

Transaction number

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Return the completed form to your legal adviser, or settlement or lodging agent. If you do not have one, send the form and documents to the Commissioner of State Revenue, GPO Box 2593, Brisbane Qld 4001.

Email: duties@treasury.qld.gov.au

Ph: 1300 300 734

Visit www.qld.gov.au/osr for information about duties and other state taxes.

Transaction Statement Summary

This is not an assessment notice. It is a summary of the transaction statement lodged in OSR Online



Queensland
Government

Enquiries 1300 300 734

Transaction number : **523251270**
Lodgement date : **14 January 2022**
My reference : **B-EG-KIL01-01223**

Amount to pay as
at lodgement date : **\$18,675.00**

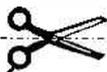
UTI Start Date : **29 January 2022**

The amount of \$18,675.00 is the total liability as at 14 January 2022. If payment is made after this date then interest may be payable based on the "Late Payment Information" shown on the following page. Any interest should be added to Assessed Liability as "Late Payment Interest" in payment slip below.

Date of Transaction	Dutiable Value	Transaction Type	This Assessment
8 December 2021	\$570,000.00	Transfer of Residential Land Agreement to transfer dutiable property, Land in Queensland	
Parties Transferors: KEVIN MYERS, DIANA MYERS Transferees: VI Family SMSF Pty Ltd as trustee for the VI Family Self Managed Super Fund			
Duty :			\$18,675.00
Additional Foreign Acquirer Duty:			\$0.00
Adjudication Fees :			\$0.00
Postage Fees :			\$0.00
Penalty Tax :			\$0.00
Unpaid Tax Interest :			\$0.00
Payments / Refunds :			\$0.00
Assessed Liability :			\$18,675.00

The Assessed Liability and Late Payment Interest must be paid by 28 January 2022. If not paid by this date recovery action will commence.

Mark Jackson
Commissioner of State Revenue



If paying by cheque, please attach this payment slip to your cheque.

Payment slip

Transaction number : **523251270**

UTI Start Date : **29 January 2022**

Assessed Liability : **\$18,675.00**

Late Payment Interest :

Total amount payable :



Queensland
Government



Billers Code: 333146
Ref: 523251270



Code: Ref: 523251270

|| 5 2 3 2 5 1 2 7 0 ||

Non-payment and late payment

- * In accordance with Part 5 of the *Taxation Administration Act 2001*, duty which remains unpaid attracts Unpaid Tax Interest (UTI) on and from the UTI Start Date, which may be different from the due date, at the prescribed rate.
- * The current UTI yearly rate is 8.04%. The rate is subject to change annually on 1 July. For more information on UTI rates, please visit our website www.qld.gov.au/osr.
- * UTI that forms part of the Assessed Liability is 'assessed interest'. UTI that accrues after the lodgement date is 'late payment interest'.
- * Late payment interest (LPI) accrues:
 - if the UTI Start Date is after the lodgement date – on the first Sunday after the UTI Start Date; or
 - if the UTI Start Date is before the lodgement date – on the first Sunday after the lodgement date; and then
 - weekly on each Sunday after the first Sunday mentioned above.

Objections and appeals

- * For a self assessment, an assessment notice is taken to have been given to a person for whom the assessment is made, when a transaction statement is lodged. A person can object against this assessment under Part 6 of the *Taxation Administration Act 2001* within 60 days after the lodgement of a transaction statement. A person dissatisfied with the decision on an objection may appeal against the assessment under Part 6 of the *Taxation Administration Act 2001*.

Payment requirements and options

- * The payment, including any accrued UTI since the issue date, is to be paid to the Office of State Revenue. The payment shown on this assessment does not affect any other outstanding liabilities.



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Direct Debit

Please contact the Office of State Revenue on 1300 300 734 if you would like to take up this option.



Pay by Credit Card

Bill Code: 333146
Payment Reference: 523251270

Credit card payments must be more than \$10 and less than \$50,000.
VISA, MasterCard or AMEX accepted.

To pay by telephone with your card,
call 1300 803 545 or to pay online go to
www.qld.gov.au/osr

Note: A surcharge applies on each payment made through BPOINT
(0.518% for VISA or MasterCard and 1.4% for AMEX).



Electronic Funds Transfer

When paying by EFT you **must** use the reference printed to the right. The reference on each assessment is different. Without the correct payment reference, your payment may not be applied as intended. OSR's bank account details are listed to the right.

Bank account details

Payment Reference: 523251270
A/c name: Office of State Revenue Collection Account
A/c no: 10000935
BSB Code: 064-013
Bank: Commonwealth Bank
Branch: Queensland Government Banking Centre



Pay by cheque

Make your cheque payable to:
Commissioner of State Revenue

- * In order to ensure that documents are endorsed and delivered without delay, payment can be made in any of the following ways:
 1. cash; (in your own interest banknotes should not be forwarded by post.)
 2. bank cheque;
 3. solicitor's trust account cheque;
 4. accountant's trust account cheque;
 5. credit union or building society's own cheque. (Not drawn on customer's account)

* Payment must be made with cleared funds.

Complete the payment slip and send it with your cheque to:

Office of State Revenue
GPO Box 2475
Brisbane QLD 4001

STATEMENT OF ADJUSTMENTS

SELLER	Kevin Gerard Myers and Diana Angeline Myers
BUYER	VI Family SMSF Pty Ltd as trustee for the VI Family Self Managed Super Fund
PROPERTY	7A Savai'i Close, Palm Cove QLD 4879
SETTLEMENT DATE	14-January-2022
SETTLEMENT TIME	4:00PM
SETTLEMENT PLACE	Marion Lawyers- First Floor, 70 Grafton Street, Cairns

	Payable by Buyer	Payable by Seller
Water usage from 7/09/2021 to Settlement		\$45.03
COUNCIL RATES		
\$1,416.69 treated as paid for 01/01/2022 – 30/06/2022		
Buyer allows 14 days		\$109.58
Total Buyer allowances	\$0.00	
Total Seller allowances		\$154.61
SELLER TO PAY BUYER	-\$154.61	

SETTLEMENT STATEMENT

PURCHASE PRICE	\$570,000.00
LESS DEPOSIT	\$57,000.00
BALANCE OF PURCHASE PRICE	\$513,000.00
LESS ADJUSTMENTS	-\$154.61
BALANCE DUE ON SETTLEMENT	\$512,845.39

PAYMENT DIRECTIONS

Marino Lawyers	\$1,155.00
KG & DA Myers	\$511,690.39
TOTAL	\$512,845.39

Water usage calculation

Last Read:	7/09/2021	Reading:	179
Date of search reading:	12/01/2022	Reading:	210

(All kL results are rounded to whole litres)

Days between readings:	127 days
210 kL - 179 kL =	31 kL
Average daily usage =	31 kL / 127 days = 0.244 kL
Days from: 7/09/2021 to Settlement =	129 days
0.2441 kL x 129 days =	31.488 kL

Adjustment:

Rate per Kilolitre Water Charge	
31.4882 kL x \$1.430 =	\$45.03

ADDITIONAL INFORMATION FOR BUYER

ADDITIONAL FUNDS NEEDED

Transfer Duty	\$18,675.00
First Titles - Titles Insurance	\$621.45
Lead Legal Services Pty Ltd (LEAD Conveyancing)	\$990.16
Lodgement Fees	\$1,640.00
SUBTOTAL	\$21,926.61

TOTAL FUNDS NEEDED FOR SETTLEMENT

Balance due to the seller on settlement	\$512,845.39
Additional funds needed for settlement	\$21,926.61
SUBTOTAL	\$534,772.00

FUNDS AVAILABLE FOR SETTLEMENT

Funds transferred to the sellers	\$515,000.00
Less Settlement Agent Fee (Marino Lawyers)	\$185.00
Less Balance payable to the sellers	\$512,845.39
TOTAL SURPLUS	\$1,969.61

Prepared by **LEAD Conveyancing**®



Lodgement Receipt - Pay Anyone

Date: 25/01/2022

From account:

From: Trust Account
Your/business name: LEADConveyancing

Payment details:

Nickname: QLD DNRM
Account name: Queensland Titles Registry
BSB: 064000
Account number: 16005220
Reference: EF-1-151246 | B-EG-KIL01-01223
Message: EF-1-151246 | B-EG-KIL01-01223
Amount: \$1,640.00

Transfer details:

Transfer instructions: Pay no earlier than 25/01/2022
Lodgement number: 1925672966
(FOR ENQUIRIES)
Receipt number: 210788

IMPORTANT INFORMATION

This is your lodgement receipt confirming your transfer has been lodged for processing by us. When the payee's account will be credited will depend on the policy and systems of the payee's bank.

If you made a future-dated payment, please log on to ANZ Internet Banking after the nominated payment date to confirm that your payment was processed and obtain your receipt number.



Lodgement Receipt - Pay BPAY Bills

Date: 25/01/2022

From account:

From: Trust Account

BPAY®payment details:

To: FIRST TITLE - First Title

Billers Code: 288514

Reference: 14611800

Amount: \$621.45

Transfer details:

Transfer instructions: Pay no earlier than 25/01/2022

Lodgement number: 1925673467
(FOR ENQUIRIES)

Receipt number: 211320

IMPORTANT INFORMATION

This is your lodgement receipt confirming your bill has been lodged for processing by us. When the payee's account will be credited will depend on the policy and systems of the payee's bank.

Your receipt number will be indicated if you made an immediate payment.

If you made a future-dated payment you should log on to ANZ Internet Banking after the payment date for your receipt number and to confirm that your payment has been processed by us.

BPAY® Registered to BPAY® PTY LTD. ABN 69 079 137 518.



Lodgement Receipt - Transfer Between My Accounts

Date: 25/01/2022

Account details:

From: Trust Account
To: Cheque Account
Amount: \$990.16

Transfer details:

Pay no earlier than: 25/01/2022
Lodgement number: 1925673944
(FOR ENQUIRIES)
Receipt number: 211849

IMPORTANT INFORMATION

This is your lodgement receipt confirming that your payment has been lodged for processing by us. When the payee's account will be credited will depend on the policy and systems of their bank.

If you made a future-dated payment, please log onto ANZ Internet Banking after the nominated payment date to confirm that your payment was processed and to obtain your receipt number.

RATE SEARCH

Search No:	128244	Date:	06/01/2022
Receipt/Account No:	43025	Fee:	\$92.00
Reference:	1223: B-EG-KIL01-01223 - Lead Conveyancing		Assessment No: 1050509

Applicant:

InfoTrack Pty Ltd
PO Box 10314
ADELAIDE ST BRISBANE QLD 4000

Owner: (As Recorded by Council)

K G Myers & D A Myers
C/- Property Shop
11/64 O'Brien Rd
TRINITY PARK QLD 4879

Purchaser: VI Family SMSF Pty Ltd as trustee for the VI Family Self Managed Super Fund

Property Description: 7A Savaii Close PALM COVE 4879

Title: LOT: 191 PLN: 323463

Valuation Date: 01/07/2019

Improvements: Fhold-Unit

Land Valuation: \$96,250

Rates & Charges Paid to: 31/12/2021

Section A

1. Particulars of Rates and Charges for the period 01/01/2022 – 30/06/2022 to be issued in the near future:

General Residential K	\$547.31
Water Access Charge/s-Residential	\$140.32
Sewerage Charge/s-Residential	\$415.25
Cleansing Charge/s	\$198.91
EML Group 2 A	\$114.90
Total Rates & Charges – (01/01/2022 – 30/06/2022)	\$1,416.69
Less Total Council Pensioner Rebate	\$0.00
Less Total State Pensioner Rebate	\$0.00
Rate Arrears & Interest to 31/12/2021	\$0.00
Current Interest to 31/12/2021	\$0.00
Other Charges	\$0.00
Less Payments Received	\$0.00
Total Rates Outstanding	\$0.00
Private Works	
TOTAL DUE (if paid in full within 31 days from date of issue)	\$1,416.69
INTEREST WILL APPLY ON BALANCES OWING AFTER THE DUE DATE	

1. Remarks:

***Council Pensioner Remission** will only be allowed on a pro-rata basis to the date of sale, if settlement is not calculated on this basis the Purchaser and or their Solicitor will be held responsible for the recovery of monies.

****State Government Pensioner Subsidy** will only be allowed on a pro-rata basis to the date of sale, if settlement is not calculated on this basis the Purchaser and or their Solicitor will be held responsible for the recovery. A rebate adjustment for an amount less than \$20.00 on the property following a sale or death, is not required to be made to Council.

2. Water meter installed: Yes Water access to the area: Yes

Note: Where a Water Meter is connected, water charges may apply. For further information contact Water Billing on (07) 4044 8216 or settlement.reads@cairns.qld.gov.au

Section B – Requisitions

1. **Registration / Licences:** N/A

2. **Building Finalisation** – It is recommended a Building Permit Search be requested which will indicate whether all structures are approved and finalised on the property. Building Permit Search can be requested via the Land Record Search Request Form. General enquiries please contact Building Services on 4044 3583.

3. **Outstanding requisitions & notices**

Note: Any enquiries regarding requisitions or notices, please contact the relevant department's phone number as shown on the Land Record Search Request form.

Council's records indicate that there does not appear to be any outstanding requisitions on this property.

Section C – Sewerage

Sewerage access to the area: Yes

Existing sewerage mains will affect the siting of structures. Sewerage plans are available at the Council Chambers for your perusal.

Effluent storage tanks: A temporary storage or effluent, which requires pumping out at owner's expense No

Remarks:

Disclaimer

1. If the property is vacant it is required to be cleared at regular intervals. Please contact our Regulatory Admin on 07 4044 3287 regarding any outstanding fees.
2. If a pool is located on this property it is the responsibility of the vendor / purchaser to obtain a Swimming Pool Fencing Compliance Certificate. The certificate can be obtained by contacting a Swimming Pool Safety Inspector or Council's Building Regulation Department on 07 4044 3583.
3. The information is correct up to the 30th June next provided unimproved valuation and land record remains unaltered.
4. Interest: 'Compound interest at the rate determined by Council is accrued on all rates and charges which remain unpaid after the due date. Interest will continue to accrue until payment is received.
5. The above information is extracted from Council's records and does not necessarily reflect the actual state of the property or the extent of compliance with relevant requirements. Before making decisions with legal or financial consequences, persons should obtain professional advice. The above information is supplied only on this basis. Other information is available upon application to Council.
6. Once settlement has occurred, please forward one (1) copy of Transfer Form 1 and Form 24 to rates@cairns.qld.gov.au to expedite change of ownership.
7. Electronic payment using BPAY payments Biller Code for Rates is **49346**. Reference number is the **Assessment Number: 1050509**.

Yours faithfully



Mandy Wise
Manager Cairns Shared Services

WATER SEARCH

Search No:	106766	Date:	13/01/2022
Receipt/Account No:	43025	Fee:	\$43.30
Reference:	1223: B-EG-KIL01-01223 Lead Conveyancing		

Applicant:

Lead Conveyancing submitted by
InfoTrack Pty Ltd
PO Box 10314
ADELAIDE ST BRISBANE QLD 4000

Owner: (As Recorded by Council)

K G Myers & D A Myers
C/- Property Shop
11/64 O'Brien Rd
TRINITY PARK QLD 4879

Assessment No: 1050509

Property Description: 7A Savaii Close PALM COVE 4879

Title: LOT: 191 PLN: 323463

Current Amount: \$0.00 **Rate/ kilolitre:** 143 cents

Total Amount Due: \$0.00

Settlement Water Meter Reading

Meter No:	Last Read		Settlement Read		
	Read Date	Read (kls)	Read Date	Read (kls)	Usage (kls)
TRA1800655	07/09/2021	179	12/01/2022	210	31
Total:					31kls

Council records show that meter TRA1800655 is recording a continual flow at a minimum rate of 0.007Kls per hour, which indicates a potential leak at the property.

The billing for water consumption for the above period is pending. All amounts are payable to Cairns Regional Council.

Please note for electronic payments via BPAY the Biller Code for Water is 51722 and the reference number is 1050509.

Should you have any queries please contact the Water Billing Unit on telephone number (07) 4044 8216 or email settlement.reads@cairns.qld.gov.au.

Yours Faithfully



Mandy Wise
Manager Cairns Shared Services

Your ref 1223: B-EG-KIL01-012
Our ref 1787690
Phone 1300 300 734



05 January 2022

Lead Conveyancing
InfoTrack Pty Limited
Po Box 10314
BRISBANE ADELAIDE STREET QLD 4000

LAND TAX CLEARANCE CERTIFICATE

This certificate is issued pursuant to sections 59 & 60 of the *Land Tax Act 2010* on information provided by the applicant. The office accepts no responsibility for the resultant advice should that information be incorrect or insufficient.

In respect of the subject land I certify that there is no land tax unpaid up to and including 30 June 2022 provided all details supplied remain unaltered until this date.

Vendors	Purchasers
DIANA MYERS KEVIN Gerard MYERS	VI FAMILY SMSF PTY LTD AS TRUSTEE FOR TH
Land Description	Parish
Lot 191 on Plan SP323463	SMITHFIELD

Anticipated date of possession: 12 January 2022

Note: If the actual date of possession is not in the same financial year as the anticipated date of possession, then this certificate is not valid.

Mark Jackson
Commissioner of State Revenue

Your ref 1223: B-EG-KIL01-012
Our ref 1787690
Phone 1300 300 734



05 January 2022

Lead Conveyancing
InfoTrack Pty Limited
Po Box 10314
BRISBANE ADELAIDE STREET QLD 4000

LAND TAX CLEARANCE CERTIFICATE

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DIANA MYERS KEVIN Gerard MYERS	VI FAMILY SMSF PTY LTD AS TRUSTEE FOR TH
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Lot 191 on Plan SP323463	SMITHFIELD

Anticipated date of possession: 12 January 2022

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Mark Jackson
Commissioner of State Revenue

PR147385_01/KJB/DJG/Cairns

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

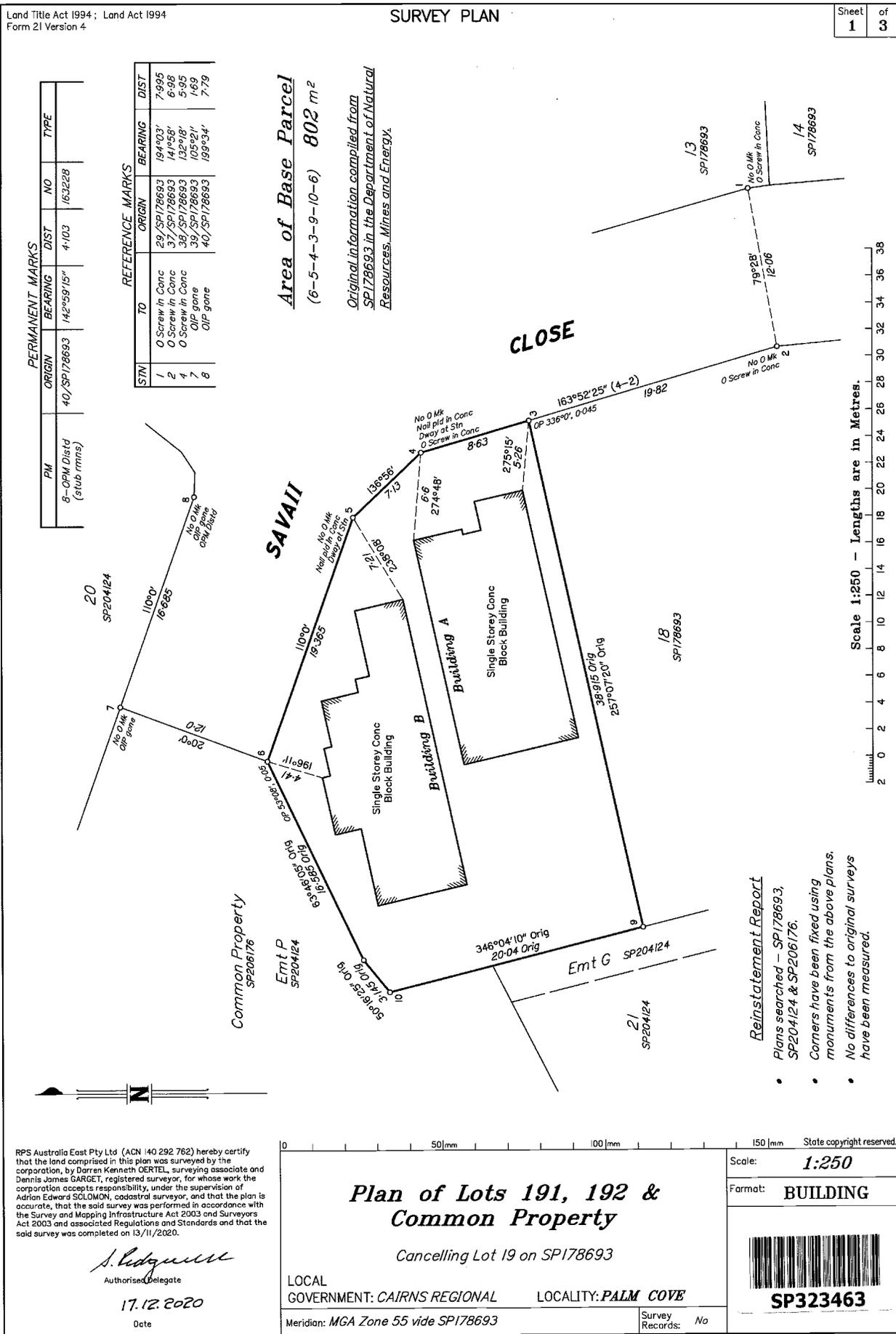
Sheet **1** of **3**

PM	ORIGIN	BEARING	DIST	NO	TYPE
8-OPM Distd (stub rrms)	40/SPI78693	142°59'15"	4.103	163228	

STN	TO	ORIGIN	BEARING	DIST
1	O Screw in Conc	29/SPI78693	194°03'	7.995
2	O Screw in Conc	37/SPI78693	141°58'	6.98
4	O Screw in Conc	38/SPI78693	132°18'	5.95
7	OIP gone	39/SPI78693	105°21'	1.69
8	OIP gone	40/SPI78693	199°34'	7.79

Area of Base Parcel
(6-5-4-3-9-10-6) **802 m²**

Original information compiled from SPI78693 in the Department of Natural Resources, Mines and Energy.



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Darren Kenneth OERTEL, surveying associate and Dennis James GARRET, registered surveyor, for whose work the corporation accepts responsibility, under the supervision of Adrian Edward SLOMON, cadastral surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 13/11/2020.

A. Redgum
Authorised Delegate
17.12.2020
Date

0 50mm 100mm 150mm State copyright reserved.

Plan of Lots 191, 192 & Common Property
Cancelling Lot 19 on SPI78693

LOCAL GOVERNMENT: CAIRNS REGIONAL LOCALITY: PALM COVE
Meridian: MGA Zone 55 vide SPI78693

Survey Records: No

- Reinstatement Report**
- Plans searched – SPI78693, SP204124 & SP206176.
 - Corners have been fixed using monuments from the above plans.
 - No differences to original surveys have been measured.

Scale: **1:250**

Format: **BUILDING**

SP323463

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

721109316

EL 400 \$602.00
21/09/2021 10:00:16

(Dealing No.)

4. Lodged by

MARINO LAWYERS
70 GRAFTON ST
CAIRNS Q 4870
PH 4081 6700
lawyers@marinolawyers.com.au
KLA: 21/542

(Include address, phone number, email, reference, and Lodger Code)

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50637583	Lot 19 on SPI78693	191, 192 & Common Property	—	—

Development Approval date:
13/07/2011

6. Building Format Plans only.

I certify that:
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~

S. Rodriguez 17.12.2020
Cadastral Surveyor/Director Date
*delete words not required

7. Lodgement Fees :

Survey Deposit \$
Lodgement \$
.....New Titles \$
Photocopy \$
Postage \$
TOTAL \$

191, 192 & Common Property	Por 73V
Lots	Orig

2. Orig Grant Allocation :

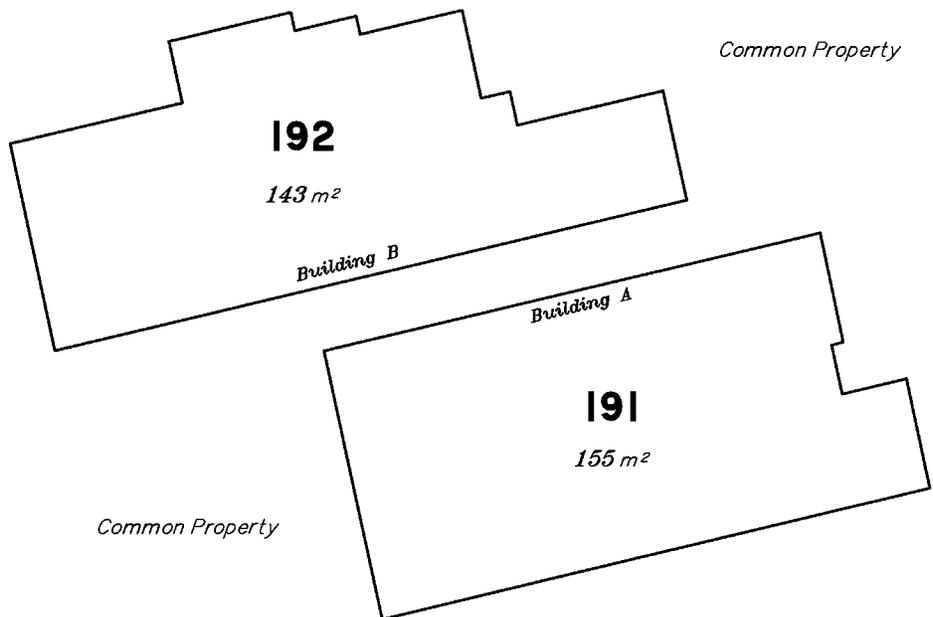
s. Passed & Endorsed :

3. References :
Dept File :
Local Govt :
Surveyor : PRI47385

By : RPS Australia East Pty Ltd
Date : 17.12.2020
Signed : *S. Rodriguez*
Designation : Cadastral Surveyor

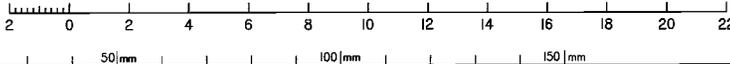
8. Insert Plan Number **SP323463**

LEVEL A



All boundaries are Centreline of Structural Features, unless otherwise stated.

Scale 1:150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP323463**

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 39842699
Search Date: 14/01/2022 10:39

Title Reference: 51265808
Date Created: 19/10/2021

Previous Title: 50637583

REGISTERED OWNER

Dealing No: 721109316 21/09/2021

KEVIN GERARD MYERS
DIANA ANGELINE MYERS JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 191 SURVEY PLAN 323463
Local Government: CAIRNS
COMMUNITY MANAGEMENT STATEMENT 54739

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 20840238 (POR 73V)

ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
721399120	PRIORITY NTC	11/01/2022 13:37	CURRENT

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2022]
Requested By: D-ENQ INFOTRACK PTY LIMITED