

tincknell

NAME: Milanes. / VLFM Super

INDEX No.

PERIOD: 30/6/07.

CODE: MIL185

Prepared by:

Reviewed by:

mari

Date

Date

Purchase of 40 Sparkes St.

18/4/07.

Cost base
Rates adj190496.71
227.56

Purchase details:

Purchase price

335000 00

Stamp duty

10200 00

Solicitors fees

480 00

Rates adjust - vendor's favour

257 52

Searches.

833 88

346771 40

Paid by.

F+V

VLFM

Deposit

2000 00

Stamp Duty

10200 00

Settlement

143847 13 190724 27

156047 13 190724 27

45%

55%

Settlement money required

334571 40

Disbursed as follows

Balance owing on settlement per solicitor
Legal

333257 52

1313 88

334571 40

Settlement cheques direct to vendor.

Settlement balance

VLFM

190001 64

F+V

143255 88

Legal fees

VLFM

722 63

F+V

591 25

334571 40

SETTLEMENT STATEMENT

FRANCESCO MILANESI & VICKI LEANNE NORMAN AS TRUSTEES OF VLFM SUPERANNUATION FUND, FRANCESCO MILANESI & VICKI LEANNE NORMAN PURCHASE FROM JOHN NORMAN HOLLYMAN & WAYNE WILLIAM HOLLYMAN PERSONAL REPRESENTATIVE UNDER INSTRUMENT 710332512

PROPERTY : 40 SPARKES STREET CHERMSIDE QLD 4032

Settlement Details

Settlement: 26 APRIL 2007
Place: DUNSTAN HARDCASTLE
Time: 2.30 P.M.

Settlement Calculations

Purchase Price	\$335,000.00
Less Deposit	<u>2,000.00-</u>
	333,000.00
 Council Rates Adjustment	 271.54+
\$380.15 x 65 /91 days	
 Less Water Consumption	
17.03.07 to 26.04.07	
40 days x 0.365 kl per day average x \$0.96 per kl	14.02-
 Balance Owing on Settlement	 \$333,257.52

Settlement Cheques

1.	Brisbane City Council	\$413.75
2.	L.J. Hooker Chermside	\$8,003.30
3.	J.N. Hollyman	\$162,420.23
4.	W.W. Hollyman	\$162,420.24

Settlement Documents

a) FORM 1 TRANSFER & FORM 24

TAX INVOICE

DUNSTAN HARDCASTLE

ABN: 11 436 523 217
SOLICITORS & ATTORNEYS

FRANCESCO MILANESI & VICKI LEANNE NORMAN AS TRUSTEES OF VLFM SUPERANNUATION FUND,
FRANCESCO MILANESI & VICKI LEANNE NORMAN

RE: YOUR PURCHASE OF PROPERTY AT 40 SPARKES STREET CHERMSIDE QLD 4032

INVOICE NUMBER	GST AMOUNT	TOTAL
PART A - PROFESSIONAL FEES		
To our professional fees for acting for you including preparation of documents, searches, all attendances and all due care and consideration, as agreed.		
	50.00	550.00
Sundries including telephone, facsimile, photocopying and postage	2.00	22.00
	\$ 52.00	\$ 572.00
PART B - DISBURSEMENTS		
Title searches,	2.66	29.16
Copy of registered plan	1.48	16.28
Council search of property records	13.80	151.77
Land tax search fee	2.77	30.47
Titles office lodgement fee on Settlement Notice	0.00	23.70
Titles office registration of Transfer	0.00	490.50
	\$ 72.71	\$1,313.88
AMOUNT OF GST		\$0.00
INVOICE AMOUNT INCLUDING GST		\$1,313.88
FIDELITY FUND IN TRUST		
BELOWING:		
PLIMENTS		
HANDCASTLE		
ATTORNEYS		
(010)77		
TERMS: THIS INVOICE IS FOR THE		

**TERMS: THIS INVOICE IS DUE FOR IMMEDIATE PAYMENT
ERRORS & OMISSIONS EXCEPTED**

ITEM SLIP	AMOUNT
ICM 712406	\$1,313.88

SE FORWARD PAYMENT WITH SLIP TO DUNSTAN HARDCASTLE AT PO BOX 2183, MILTON BC. 4064.



Queensland Government

Department of Tourism, Fair Trading and
Wine Industry Development

PAMD Form 30c

This form is effective on and from 1 July 2005
The Contract attached to this warning is subject to a 5 day
cooling-off period.

NOTICE TO AGENT This Warning Statement must be:

- Attached to the **FRONT** of a contract for sale of residential property (vacant land or land and already existing house) and;
- Signed by the buyer **BEFORE** the attached contract is signed.

If this is not done, the buyer may terminate the contract.

WARNING

Do **NOT** sign the attached contract without reading and understanding this warning. Do not sign if you feel pressured.

You should obtain:

- **Independent legal advice**
and
- **An independent valuation**
of the property

Before signing or during the 5 day cooling-off period the Office of Fair Trading strongly recommends you:

- Contact the Queensland Law Society on (07) 3842 5842 or www.qls.com.au for advice on finding a solicitor.
- Contact the Australian Property Institute on (07) 3832 3139 or www.propertyinstitute.com.au or the Valuers Registration Board on (07) 3221 3892 or www.valuersboard.qld.gov.au to find a suitable valuer.
- Arrange a search for the **property's sales history** from your local Department of Natural Resources and Mines on (07) 3227 6626, or for a map of latest sales www.nrm.qld.gov.au/property/valuations/products_services.

House and Land Package Buyers: Is the building contract fairly valued? Seek quotes from several different builders (see note on page 2)

STOP!! Before signing this form or the contract have you read and understood the information about your rights?



BUYER(S):

I/we have read this warning statement and the important information over the page.



Name(s): Francesco MILANESI & Vicki Leanne NORMAN

Signature: [Handwritten signatures]

Date: 10/02/07



The Real Estate Institute
of Queensland

Accredited Agency
(© Copyright REIQ)

Contract For Houses and Land

Fifth 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 houses and land in Queensland.

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

Reference Schedule

14 February 2007

Contract Date:

Agent:

Craigberry Pty Ltd T/A L J Hooker Chermerside

Licence Number: 250863

A.B.N.:

39 100 584 978

E-mail Address: *chermerside@ljh.com.au*

Address:

813 Gympie Road Chermerside Qld 4032

Telephone:

07 3350 1900

Facsimile: 07 3350 1599

Parties

Seller:

John Norman HOLLYMAN & Wayne William HOLLYMAN as Personal Representatives for the Estate of Gladys Ailsa HOLLYMAN

E-mail Address:

A.B.N.:

3 Sturt Close Albany Creek QLD 4035

Address:

0402104787/0407117005 Facsimile:

Telephone:

Seller's Solicitor:

SELF ACTING - John + Pam Hollyman [or any other solicitor notified to the Buyer]

A.B.N.:

3 Sturt Close Albany Creek Q 4035

Address:

Telephone:

3264 6928/0402 10478 Facsimile:

Buyer:

Francesco MILANESI & Vicki Leanne NORMAN + VLFM Superannuation Fund

A.B.N.:

E-mail Address:

Address:

95 Miller Street Chermerside QLD 4032

Telephone:

0448400034/0414576709 Facsimile:

Buyer's Solicitor:

Dunstan Hardcastle Solicitors

[or any other solicitor notified to the Seller]

A.B.N.:

E-mail Address:

Address:

PO Box 2183 Milton Business Centre Q 4064

Telephone:

3369 9050

Facsimile: 3369 9170

Ref: Ian Muir

Property

Land

Address: 40 SPARKES STREET CHERMSIDE QLD 4032

Built on

Description:

Lot: 20

on: Registered Plan 26298

County:

Stanley

Parish: Kedron

Title Reference:

12428183

Area: 405m²

[more or less]

Land sold as:

Freehold

[Select one. If neither is selected, the land is treated as being Freehold]

Present Use:

Residential

Local Government: Brisbane City

Excluded Fixtures:

Nil

Included Chattels:

Nil

Matters

Title Encumbrances:

Nil

[If the Property is sold free from Title Encumbrances insert "Nil".] [If the Property is sold subject to Title Encumbrances, they must be described]

Affecting Property

Tenancies:

Tenant's Name:

Jesse Fitzgibbon & Vivian Ball

Term and Options:

12 month fixed term lease ending 1st May 2007

Starting Date of Term:

2nd May 2006

Rent:

\$280 per week

Bond: \$1080

Price

Deposit Holder:

L.J. Hooker Trust Account

Purchase Price:

\$ 330,000, 335,000

Deposit:

\$ 2,000

payable when Buyer signs this contract
payable on:

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

[Insert the whole Deposit or first payment required if payable by instalments] [Delete if the whole Deposit is payable when the Buyer signs this contract]

Default Interest Rate:

% [If no figure is inserted, the Contract Rate published by the Queensland Law Society Inc will apply]

Finance
Buyer's
Inspection

Finance Amount: \$ Sufficient to complete this Contract

Financier: Bank or Building Society of Buyer's choice
Finance Date: 14 days from date of Contract

Inspection Date:

Inspector:

Electrical
Safety
Switch

This section must not be completed if the Land is vacant

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

- ☒ * installed in the residence
☐ * not installed in the residence
* Mark whichever is applicable

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

[If not completed, the contract is not subject to an inspection report and clause 4 does not apply]

[WARNING: If the Buyer does not give notice under clause 4 by the Inspection Date it will be taken to be satisfied with the reports obtained.]

[If required under the Queensland Building Services Authority Act 1991, the inspector must hold a current licence under that Act.]

[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 REIQ Terms of Contract for Houses and Land (Pages 3-8)
(Fifth Edition) Contain the Terms of this Contract.**

Special Conditions

1. The Seller irrevocably authorises, directs and requests the buyer to pay from the balance purchase monies payable at settlement of this Contract such amount as may be due and owing by the Seller to the Agent in respect of commission and other expenses authorised in writing.

2. Please refer to Annexure A

on X
X
[Signatures]

70 [Signatures]

Settlement

Settlement Date: 60 days from date of Contract

[or the next Business Day if that is not a Business Day in the Place for Settlement]

Place for Settlement: Brisbane

Signing

[Signature]		[Signature]	
Seller		Witness	
[Signature]		[Signature]	
Buyer		Witness	
[Signature]			
Deposit Holder [Who acknowledges having received the part of the Deposit payable when the Buyer signs this contract]			

[Signatures]

SUBJECT TO REGISTRATION OF TRANSMISSION BY DEATH CONDITION

THIS IS ANNEXURE "A" TO THE CONTRACT OF SALE MADE BETWEEN THE SELLER AND THE BUYER REFERRED TO IN THE REFERENCE SCHEDULE

- * The following conditions shall apply in addition to and (where applicable) in variation of Clauses 1 to 10 (inclusive) referred to as "the Standard Residential Conditions": -
- E.1 The Seller warrants that it is entitled to be registered as proprietor of an estate in fee simple in the property as executor/devisee pursuant to the last Will of Gladys Ailsa Hollyman who died on the 22nd December 2006.
- E.2 This Contract is conditional upon the Seller obtaining registration of the relevant Transmission by Death Application in the Land Registry by the Settlement Date.
- E.3 In the event that registration has not occurred by the Settlement Date, the Buyer or the Seller may elect to extend the Settlement Date for such period or periods not exceeding three (3) months from the Settlement Date to enable registration to occur.
- E.4 In the event that registration has not occurred by the Settlement Date or such extended Settlement Date, then the Buyer may terminate this Contract.

W. Jm. X X [Signature]

Ref 712406

GDD

F Milanesi & VL Norman
VLFM Superannuation Fund
95 Miller Street
CHERMSIDE QLD 4032

TRUST STATEMENT FROM 27 Feb 2007 TO 31 May 2007
RE : PURCHASE 40 SPARKES STREET CHERMSIDE

27 Apr 07	F Milanesi & VL Norman On account Costs & outlays **Chq** Receipted by Leanne	722.63CR
27 Apr 07	F Milanesi & VL Norman On account Costs & outlays **Chq** Receipted by Leanne	591.25CR
31 May 07	Transfer to office on a/c Costs/Disbs	1,313.88
BALANCE OF TRUST ACCOUNT		0.00

Dunstan Hardcastle