



No Title search available for 21FY. Property sold before title search was done.

Rachel Green-Luther

From: superfund@tigfs.com.au
Sent: Thursday, June 24, 2021 5:52 PM
To: Rachel Green-Luther
Cc: Elizabeth Meiklejohn; 'Colin Harvey'
Subject: RE: R & L Hegarty Superannuation Fund - Property Est Tax and costs

Hi Everyone

Just want to let you know that we have sold for \$325K.

I should have the contract come through tomorrow so will forward when I get it.

Regards

Lindy

From: Rachel Green-Luther <RachelG@virtusuper.com.au>
Sent: Thursday, 24 June 2021 4:30 PM
To: superfund@tigfs.com.au
Cc: Elizabeth Meiklejohn <ElizabethM@virtusuper.com.au>; 'Colin Harvey' <colin@altuspartners.com.au>
Subject: RE: R & L Hegarty Superannuation Fund - Property Est Tax and costs

Hi Lindy and Robert,

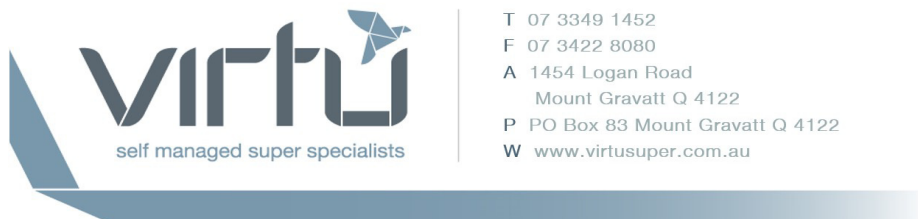
No, it won't make much difference. I'd still say low \$2,000.

Good luck with the counter. I have my fingers crossed for you.

Kind regards,
Rach

Rachel Green-Luther CPA
Senior Accountant

PS – We are always open for new business so please pass on our details to any friends, family or colleagues whom would benefit from our s



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From: superfund@tigfs.com.au <superfund@tigfs.com.au>
Sent: Thursday, June 24, 2021 4:27 PM
To: Rachel Green-Luther <RachelG@virtusuper.com.au>
Cc: Elizabeth Meiklejohn <ElizabethM@virtusuper.com.au>; 'Colin Harvey' <colin@altuspartners.com.au>
Subject: RE: R & L Hegarty Superannuation Fund - Property Est Tax and costs

Hi Rach

If settlement isn't until 10 August, will this make much difference??

We are getting close but are still waiting on the buyer after our counter.

Contract for Commercial Lots in a Community Titles Scheme

Seventh Edition

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

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

REFERENCE SCHEDULE

Contract Date: 12 JULY 2021

AGENT

NAME:

Drewvale Real Estate

LICENCE NO: 1103270

ABN/ACN: 98 010 726 619

ADDRESS: PO Box 678

SUBURB: Browns Plains

STATE: Qld POSTCODE: 4118

PHONE:

3800 2888

MOBILE:

0418 150 596

FAX:

3800 6053

EMAIL:

eugene@drewvale.com.au

PARTIES

SELLER

NAME:

Lindy Mae Hegarty & Robert William Hegarty ATF R & L Hegarty Superannuation Fund

ADDRESS: PO BOX 4018

SUBURB: Forest Lake

STATE: Qld POSTCODE: 4078

PHONE:

MOBILE:

0435 914 372

FAX:

EMAIL:

superfund@tigfs.com.au

ABN:

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

SELLER'S SOLICITOR

← or any other Solicitor notified to the Buyer

NAME:

Hefferan & CO Solicitors

REF:

CONTACT:

Michael Hefferan

ADDRESS: PO Box 3127

SUBURB: Sunnybank South

STATE: Qld POSTCODE: 4109

PHONE:

3344 7488

MOBILE:

FAX:

EMAIL:

sales@hefferan.net

INITIALS

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

[Handwritten initials: H, R, W, L, M, D]

[Handwritten initials: JH, RD]

000019093065

BUYER

NAME:

Demetrios Flourentzou, Gabrielle Flourentzou, Demetrios Demetriou & Maria Demetriou ATF Kitros Superannuation Fund

ADDRESS: 2/33 Industry Court

Contact Person: Jim Flourentzou

SUBURB: Eagle Farm

STATE: Qld

POSTCODE: 4009

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

0412 334 093

jim.f@karasumi.com.au

21 936 744 173

NAME:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ABN:

BUYER'S SOLICITOR

← or any other Solicitor notified to the Seller

NAME:

GMak Law

REF:

CONTACT:

George Makridakis

ADDRESS: 1/367 Cornwall Street

SUBURB: Greenslopes

STATE: Qld

POSTCODE: 4120

PHONE:

MOBILE:

FAX:

EMAIL:

0416 980 054

george@gmaklaw.com.au

PROPERTY

Lot Address: Unit 30/8-14 St Jude Court

Suburb: Browns Plains

STATE: Qld

POSTCODE: 4118

Description: Lot: L30 on: ☐ BUP ☐ GTP ☒ SP 204852

Scheme: Browns Plains Business Park Community Titles Scheme: 40875

Title Reference:

Local Government:

Present Use:


Tenanted

Excluded Fixtures:

Included Chattels: 3 work stations & 3 office chairs; 1 conference table & 6 chairs; 1 law storage cabinet; 1 tall storage cabinet
2 white leisure/customers chairs; 1 phone; security system; server (wall unit); 1 bar fridge; 1 microwave;
1 air-con; blinds; shelving in the warehouse

INITIALS (Note, initials not required if Signature and Electronic Conveyancing)

AA. HA. SP. M.D.

RA. INITIAL
000019093065

PRICE

Purchase Price: \$ 325,000

Deposit: \$ 32,500 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below:

\$ Balance Deposit (if any) payable on:

Deposit Holder: Drewvale Real Estate Trust Account

Deposit Holder's Trust Account BANK: Commonwealth Bank

BSB: 064-184

ACCOUNT NO: 1000 3501

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 DATEInspection Date: *← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.***MATTERS AFFECTING PROPERTY****Title Encumbrances:**Is the Property sold subject to any Encumbrances? ☐ No ☐ Yes, listed below:

Any statutory encumbrances or rights for water supply, sewage, drainage or other utilities.

← 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.

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 142

Aggregate Interest Schedule Lot Entitlement: 8078

Contribution Schedule Lot Entitlement of Lot: 1

Aggregate Contribution Schedule Lot Entitlement: 41

INSURANCE POLICIES

Insurer: Strata Community Insurance Policy No: QCSC18000913

Building: \$11,819,250

Public Liability: \$20,000,000

Other: Voluntary Workers - \$200,000/\$2,000; Office Bearers - \$1,000,000; Common Contents - \$118,193; Loss of Rent - \$1,772,888; Fidelity Guarantee - \$100,000

INITIALS

Clear initials not required if signed with Electronic Signature

INITIAL

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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 Lot: (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 Land or
- ☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, 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 the Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST TABLE

GOODS AND SERVICES TAX - WARNING

Marking the GST Items in the GST Table may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about the completion of the GST Items and not rely on the Agent to complete the GST items.

Notes to Completion:

A. Only 1 box in the selected item must be marked.

B. If the Yes box in item GST 1 is marked:

- items GST2 and GST3 must not be marked;
- despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.

C. If the Yes box in item GST2 is marked:

- item GST1 and GST3 must not be marked;
- despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

GST1 GOING CONCERN

WARNING: There are strict requirements for the sale of a Going Concern under the GST Act. If in doubt about complying with those provisions, seek professional advice before marking this item.

Is this a sale of a Going Concern?

Yes ☒

If Yes, clause 11.7 (If the Supply is a Going Concern) applies.

Otherwise clause 11.7 (If the Supply is a Going Concern) does not apply.

If the Yes box is marked, do not complete items GST2 and GST3.

GST2 MARGIN SCHEME

Is the Margin Scheme to apply to the sale of the Property?

Yes ☐

If Yes, clause 11.6 (Margin Scheme) applies.

Otherwise clause 11.6 (Margin Scheme) does not apply.

The Seller must not apply the Margin Scheme to the Supply of the Property if clause 11.6 does not apply.

If the Yes box is marked, do not complete items GST1 and GST3.

GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE

(Do not complete item GST3 if the item GST1 (Going Concern) or item GST2 (Margin Scheme) are marked Yes.)

Does the Purchase Price include GST? **Mark 1 box only** Yes ☐ If Yes, clause 11.4 (Purchase Price Includes GST) applies.

No ☐ If No, clause 11.5 (Purchase Price Does Not Include GST) applies.

If neither box is marked or both boxes are marked, clause 11.4 (Purchase Price Includes GST) applies.

GST WITHHOLDING OBLIGATIONS

Buyer Warranty

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

(select whichever is applicable)

☒ Yes

☐ No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14-255 of the Withholding Law prior to settlement.]

← **WARNING:** the Buyer warrants in clause 2.4 (6) that this information is true and correct.

INITIALS

11/11/2019 11:11 AM

[Handwritten signature]

[Handwritten signature]

INITIAL

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EF004 12/19

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COMMERCIAL TENANCY SCHEDULE*

*Attach further Schedule if insufficient space.

LEASE 1

Name of Tenant: Next Electrical Air Pty Ltd

Use: Electrical & Air Conditioning Services Location/Tenancy No: Unit 30

Area of Tenancy (m²approx): 145m2 Current Rent per Annum: \$ 21,320 + gst

☒ inclusive of outgoings ☐ exclusive of outgoings

Current Commencement Date: 22 February 2021 Current Term: 1 year

Remaining Option/s: Option 1 Term: NIL years
Option 2 Term: _____ years
Option 3 Term: _____ years

Tenant Car Park: No: _____ Rate \$ _____ per ☐ annum ☐ month

LEASE 2

Name of Tenant: _____

Use: _____ Location/Tenancy No: _____

Area of Tenancy (m²approx): _____ Current Rent per Annum: _____

☐ inclusive of outgoings ☐ exclusive of outgoings

Current Commencement Date: _____ Current Term: _____

Remaining Option/s: Option 1 Term: _____ years:
Option 2 Term: _____ years:
Option 3 Term: _____ years:

Tenant Car Park: No: _____ Rate \$ _____ per ☐ annum ☐ month

SERVICE AGREEMENT SCHEDULE*

* Attach further Schedule if insufficient space.

CONTRACT 1

Contractor: _____

Service performed: _____

Cost: \$ _____ per ☐ annum ☐ quarter ☐ month

CONTRACT 2

Contractor: _____

Service performed: _____

Cost: \$ _____ per ☐ annum ☐ quarter ☐ month

CONTRACT 3

Contractor: _____

Service performed: _____

Cost: \$ _____ per ☐ annum ☐ quarter ☐ month

INITIALS (date initials not required if signed with Electronic Signature)

[Handwritten Signature]

[Handwritten Signature]

INITIAL

000019093065

SELLER'S DISCLOSURE

WARNING: The Seller is taken to have knowledge of significant Body Corporate matters that may affect the Buyer, where the Seller ought reasonably to be aware of those matters.

[Section 223(4) Body Corporate and Community Management Act 1997]

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

(a) LATENT OR PATENT DEFECTS IN COMMON PROPERTY OR BODY CORPORATE ASSETS

This certificate only relates to the statements under Section 206 that the seller must give, it should also be noted that the seller is also required to warrant certain matters relative to defects liability under Section 223. This certificate does not extend to Section 223

[Sections 223(2)(a) and 223(2)(b) Body Corporate and Community Management Act 1997] Annex details of disclosure made by the Seller (if any).

(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE

This scheme may or may not be subject to the QBCC - Fire Cladding survey and rectification process. Any prospective purchaser should contact the office of the QBCC to seek clarification of the requirements of Exterior Cladding for this scheme. For any further details on the status of the exterior method of construction and fire rating of materials used, a report from a qualified expert should be obtained by the prospective purchaser.

[Sections 223(2)(c) and 223(2)(d) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

(c) CIRCUMSTANCES IN RELATION TO AFFAIRS OF THE BODY CORPORATE

[Sections 223(3) Body Corporate and Community Management Act 1997]. Annex details of disclosure made by the Seller (if any).

(d) EXCEPTIONS TO STATEMENTS IN CLAUSE 7.4(2)

Annex details of disclosure made by the Seller (if any).

(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)

Annex details of disclosure made by the Seller (if any).

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

[Handwritten Signature]

[Handwritten Signature] **INITIAL**
000019093065

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-20)
Seventh Edition Contain the Terms of this Contract

SPECIAL CONDITIONS

1. DUE DILIGENCE

1.1 This Contract is conditional upon the Buyer conducting satisfactory investigations in relation to the Property within 21 days from the Contract Date ("the Due Diligence Date"). If the Buyer is not satisfied with its investigations, the Buyer may terminate this Contract by written notice to the Seller at any time before 5pm on the Due Diligence Date whereupon any monies paid by way of deposit shall be refunded to the Buyer.

1.2 The Seller shall permit the Buyer and the Buyers agents and contractors at all reasonable times after the date hereof to enter upon the property at their own risk and the improvements thereon to conduct the inspections and compile the information necessary for the Buyer to satisfy itself in respect of the matter referred to in clause The Buyer will make good any damage caused by such entry and will cause minimum of interference to the occupiers of the land.

1.3 The parties acknowledge and agree that this Clause 1 is inserted solely for the benefit of the Buyer and the benefit of this clause may be waived by the Buyer at any time.

1.4 If the Buyer does not terminate this Contract by 5pm on the Due Diligence Date then this condition shall be deemed to be satisfied.

2. Both parties agree that the use of facsimile and/or email will be deemed binding and the fully signed facsimile and/or email of the Contract will be considered as the original.

SETTLEMENT

Settlement Date: 45 days from the Contract day
Or the next Business Day if that is not a Business Day in the Place for Settlement.

Place for Settlement: BRISBANE

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

SIGNATURES

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)

Buyer:

[Signature]

Witness:

[Signature]

Buyer:

[Signature]

Witness:

[Signature]

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)

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.

INITIALS

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

[Signature]

[Signature]

[Signature]

INITIAL

000019093065

CURRENT TITLE SEARCH

NATURAL RESOURCES, MINES AND ENERGY, QUEENSLAND

Request No: 34738864

Search Date: 21/08/2020 10:04

Title Reference: 50792530

Date Created: 02/12/2009

Previous Title: 50729716

REGISTERED OWNER

Dealing No: 718937079 20/08/2018

ROBERT WILLIAM HEGARTY

LINDY MAE HEGARTY TRUSTEE

UNDER INSTRUMENT 718937079

Old title search to confirm name on property.
Property sold before 21FY title search was done.

ESTATE AND LAND

Estate in Fee Simple

LOT 30 SURVEY PLAN 204852
Local Government: LOGAN
COMMUNITY MANAGEMENT STATEMENT 40875

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10290013 (POR 12)
2. LEASE No 718936997 20/08/2018 at 11:31
THE INEVENTS GROUP (TIG) PTY LTD A.C.N. 626 851 205
OF THE WHOLE OF THE LAND
TERM: 02/07/2018 TO 01/07/2021 OPTION 3 YEARS

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: D-ENQ GLOBALX