

Compliance Workpapers

Farrington Family Superannuation Fund

Financial Year - 2021



Fund Details

Fund Name	Farrington Family Superannuation Fund
Contact no	
Financial Year	2021
Established Date	20/07/2018
ABN	68 378 313 368
TFN	506997410
Trustee Type	Corporate
Trustees	DAN FARRO HOLDINGS PTY LTD
ACN	627645550

Statement of Financial Position

Assets	Qty	2021	2020	Change (\$)	Change (%)	
Investments	0.00	242,508.79	131,614.17	110,894.62	84.26	WP-1 WP-2
Direct Property	0.00	105,000.00	0.00	105,000.00	100.00	WP-1
5 Selby Place, Webberton, WA	1.00	105,000.00	0.00	105,000.00	100.00	
Loans	0.00	137,508.79	131,614.17	5,894.62	4.48	WP-1 WP-2 WP-3
Cottesloe Apartments (WA) Pty Ltd	0.00	64,673.97	58,794.52	5,879.45	10.00	
DPA WA Pty Ltd	0.00	72,834.82	72,819.65	15.17	0.02	
Other Assets	0.00	17,015.49	50,212.10	-33,196.61	66.11	
Cash At Bank	0.00	17,015.49	50,212.10	-33,196.61	66.11	WP-1
BWA Bus Zero Trans Acct 0331	0.00	17,015.49	50,212.10	-33,196.61	66.11	
Total Assets	0.00	259,524.28	181,826.27	77,698.01	42.73	

Liabilities	Qty	2021	2020	Change (\$)	Change (%)	
Income Tax Payable	0.00	3,106.55	3,427.16	-320.61	9.35	WP-1 WP-2
Income Tax Instalments Paid	0.00	-1,829.00	0.00	-1,829.00	100.00	
Income Tax Payable	0.00	1,798.90	3,427.16	-1,628.26	47.51	WP-1
Provision for Income Tax	0.00	3,136.65	0.00	3,136.65	100.00	
Other Taxes Payable	0.00	1,552.00	291.00	1,261.00	433.33	WP-1
Activity Statement Payable/Refundable	0.00	1,552.00	291.00	1,261.00	433.33	

Liabilities	Qty	2021	2020	Change (\$)	Change (%)	
Total Liabilities	0.00	4,658.55	3,718.16	940.39	25.29	

Member Entitlements	Qty	2021	2020	Change (\$)	Change (%)	
Member Entitlement Accounts	0.00	254,865.73	178,108.11	76,757.62	43.10	WP-1 WP-2
Mr Daniel Farrington	0.00	192,342.82	178,108.11	14,234.71	7.99	
Accumulation	0.00	192,342.82	178,108.11	14,234.71	7.99	
Mrs Renee Farrington	0.00	62,522.91	0.00	62,522.91	100.00	
Accumulation	0.00	62,522.91	0.00	62,522.91	100.00	
Total Member Entitlements	0.00	254,865.73	178,108.11	76,757.62	43.10	

Operating Statement

Income	2021	2020	Change (\$)	Change (%)	
Investment Income	7,014.25	11,611.52	-4,597.27	39.59	WP-1 WP-2
Interest	6,061.49	11,611.52	-5,550.03	47.80	WP-1 WP-2
Loans	6,061.49	0.00	6,061.49	100.00	
Cottesloe Apartments (WA) Pty Ltd	5,879.45	0.00	5,879.45	100.00	
DPA WA Pty Ltd	182.04	0.00	182.04	100.00	
Rent	952.76	0.00	952.76	100.00	WP-1 WP-2
Direct Property	952.76	0.00	952.76	100.00	
5 Selby Place, Webberton, WA	952.76	0.00	952.76	100.00	
Member Receipts	76,350.52	12,690.01	63,660.51	501.66	
Contributions	17,368.97	12,690.01	4,678.96	36.87	WP-1
Employer	17,368.97	12,590.01	4,778.96	37.96	
Mr Daniel Farrington	13,820.72	0.00	13,820.72	100.00	
Mrs Renee Farrington	3,548.25	0.00	3,548.25	100.00	
Member	0.00	100.00	-100.00	100.00	
Personal Concessional	0.00	100.00	-100.00	100.00	
Rollovers In	58,981.55	0.00	58,981.55	100.00	WP-1 WP-2
Mrs Renee Farrington	58,981.55	0.00	58,981.55	100.00	
Total Income	83,364.77	24,301.53	59,063.24	243.04	

Expenses	2021	2020	Change (\$)	Change (%)	
Other Expenses	3,470.50	3,201.00	269.50	8.42	
Accountancy Fee	2,420.00	1,600.00	820.00	51.25	WP-1
ASIC Fee	665.50	0.00	665.50	100.00	WP-1 WP-2
Auditor Fee	0.00	550.00	-550.00	100.00	
General Expense	0.00	777.00	-777.00	100.00	
Regulatory Fees	0.00	274.00	-274.00	100.00	
Trustee Fee	385.00	0.00	385.00	100.00	WP-1
Total Expenses	3,470.50	3,201.00	269.50	8.42	
Income Tax	2021	2020	Change (\$)	Change (%)	
Income Tax Expense	3,136.65	1,830.90	1,305.75	71.32	WP-1 WP-2
Income Tax Expense	3,136.65	1,830.90	1,305.75	71.32	
Total Income Tax	3,136.65	1,830.90	1,305.75	71.32	
Net Profit(Loss) Total	76,757.62	19,269.63			

Lump Sum Payment - Good to Go

Great news! After review there is nothing that requires your attention.

Preservation Components

						Current Status : Good to Go Prior Status : N/A		Prepared By : N/A	Reviewed By : N/A
			Prior Year			Current Year			
Account Name	Account Type	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount	Preserved Amount	Restricted Non-Preserved Amount	Unrestricted Non-Preserved Amount		
Mr Daniel Farrington (Age: 43 at 30/06/2021)									
Accumulation	Accumulation	178,108.11	0.00	0.00	192,342.82	0.00	0.00		

Tax Component Verification (Accumulation)

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Account Name		Prior Year Tax Free Amount	Current Year Tax Free Amount
Mr Daniel Farrington (Age: 43 at 30/06/2021)				
	Accumulation		0.00	0.00

Work Test - Good to Go

Great news! After review there is nothing that requires your attention.

Contribution Cap Limit

		Current Status : Good to Go Prior Status : N/A	Prepared By : N/A	Reviewed By : N/A
	Current Year Contributions		Concessional	Non-Concessional
<p>Mr Daniel Farrington Date of Birth: 06/06/1978 (Age: 42 at 30/06/2021)</p>				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		13,820.72	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		13,820.72	0.00
	Amount above caps		0.00	0.00
<p>Mrs Renee Farrington Date of Birth: 18/07/1980 (Age: 39 at 30/06/2021)</p>				
	Caps		25,000.00	100,000.00
	Cumulative available unused cap		50,000.00	0.00
	Maximum cap available		75,000.00	100,000.00
	Contributions made (to this fund)		3,548.25	0.00
	Contributions made (to other fund)		0.00	0.00
	Contributions as allocated		3,548.25	0.00
	Amount above caps		0.00	0.00

Negative Balance - Good to Go

Great news! After review there is nothing that requires your attention.

Contra Bank Entries - Good to Go

Great news! After review there is nothing that requires your attention.

Income Comparison - Good to Go

Great news! After review there is nothing that requires your attention.

Benefits Paid to Member < 60 - Good to Go

Great news! After review there is nothing that requires your attention.

Retirement Condition - Good to Go

Great news! After review there is nothing that requires your attention.

Market Value - Not Applicable

The system did not find any data to process.

Pension Limit - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Member Level) - Not Applicable

The system did not find any data to process.

Preservation Components for Member above 65 - Not Applicable

The system did not find any data to process.

Tax Component Verification (Pension) - Not Applicable

The system did not find any data to process.

Tax Effective Allocation of Pension Payment (Pension Account Level) - Not Applicable

The system did not find any data to process.

General Ledger

Date	Description	Quantity	Debits	Credits	Balance
Member Receipts / Rollovers In / Mrs Renee Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
05/11/2020	AUSTRALIANSUPER 005774491	0.00	0.00	33,831.48	33,831.48
10/11/2020	AUSTRALIANSUPER 005779099	0.00	0.00	25,150.07	58,981.55
30/06/2021	Closing Balance	0.00	0.00	0.00	58,981.55
Member Receipts / Contributions / Employer / Mr Daniel Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	0.00	762.79	762.79
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	0.00	399.35	1,162.14
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	0.00	399.35	1,561.49
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	0.00	399.35	1,960.84
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	0.00	399.35	2,360.19
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	0.00	399.35	2,759.54
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	0.00	1,897.15	4,656.69
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	0.00	402.55	5,059.24
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	0.00	402.55	5,461.79
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	0.00	402.55	5,864.34
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	0.00	402.55	6,266.89
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	0.00	402.55	6,669.44

Date	Description	Quantity	Debits	Credits	Balance
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	0.00	402.55	7,071.99
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	0.00	795.03	7,867.02
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	0.00	402.55	8,269.57
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	0.00	402.55	8,672.12
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	0.00	402.55	9,074.67
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	0.00	402.55	9,477.22
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	0.00	402.55	9,879.77
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	0.00	756.80	10,636.57
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	0.00	402.55	11,039.12
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	0.00	402.55	11,441.67
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	0.00	402.55	11,844.22
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	0.00	402.55	12,246.77
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	0.00	402.55	12,649.32
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	0.00	402.55	13,051.87
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	0.00	768.85	13,820.72
30/06/2021	Closing Balance	0.00	0.00	0.00	13,820.72
Member Receipts / Contributions / Employer / Mrs Renee Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	0.00	213.75	213.75
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	0.00	213.75	427.50

Date	Description	Quantity	Debits	Credits	Balance
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	0.00	213.75	641.25
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	0.00	213.75	855.00
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	0.00	210.10	1,065.10
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	0.00	210.10	1,275.20
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	0.00	338.47	1,613.67
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	0.00	210.10	1,823.77
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	0.00	210.10	2,033.87
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	0.00	210.10	2,243.97
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	0.00	211.78	2,455.75
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	0.00	218.50	2,674.25
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	0.00	218.50	2,892.75
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	0.00	218.50	3,111.25
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	0.00	218.50	3,329.75
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	0.00	218.50	3,548.25
30/06/2021	Closing Balance	0.00	0.00	0.00	3,548.25
Investment Income / Interest / Loans / Cottesloe Apartments (WA) Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Accrued Interest FY21	0.00	0.00	5,879.45	5,879.45
30/06/2021	Closing Balance	0.00	0.00	0.00	5,879.45
Investment Income / Interest / Loans / DPA WA Pty Ltd					

Date	Description	Quantity	Debits	Credits	Balance
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Interest Accrued in 2021	0.00	0.00	182.04	182.04
30/06/2021	Closing Balance	0.00	0.00	0.00	182.04
Investment Income / Rent / Direct Property / 5 Selby Place, Webberton, WA					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
04/02/2021	Storage Unit Inv Dec-20-34	0.00	0.00	168.75	168.75
07/04/2021	Storage Unit Inv Mar-21-34	0.00	0.00	414.77	583.52
01/06/2021	Storage Unit Inv May-21-33	0.00	0.00	369.24	952.76
30/06/2021	Closing Balance	0.00	0.00	0.00	952.76
Other Expenses / Accountancy Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/05/2021	Tax Lodgment	0.00	2,420.00	0.00	2,420.00
30/06/2021	Closing Balance	0.00	0.00	0.00	2,420.00
Other Expenses / ASIC Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
13/08/2020	ASIC Fees	0.00	280.50	0.00	280.50
16/11/2020	Tax Store Willetton	0.00	385.00	0.00	665.50
30/06/2021	Closing Balance	0.00	0.00	0.00	665.50
Other Expenses / Trustee Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
26/08/2020	Lawyers Fees	0.00	385.00	0.00	385.00
30/06/2021	Closing Balance	0.00	0.00	0.00	385.00
Income Tax Expense / Income Tax Expense					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	Fund Income Tax	0.00	114.42	0.00	114.42
29/07/2020	Fund Income Tax	0.00	59.90	0.00	174.32
06/08/2020	Fund Income Tax	0.00	59.90	0.00	234.22
12/08/2020	Fund Income Tax	0.00	59.90	0.00	294.12
21/08/2020	Fund Income Tax	0.00	59.90	0.00	354.02
04/09/2020	Fund Income Tax	0.00	59.90	0.00	413.92
18/09/2020	Fund Income Tax	0.00	284.57	0.00	698.49
05/10/2020	Fund Income Tax	0.00	60.38	0.00	758.87
21/10/2020	Fund Income Tax	0.00	60.38	0.00	819.25
30/10/2020	Fund Income Tax	0.00	60.38	0.00	879.63
13/11/2020	Fund Income Tax	0.00	60.38	0.00	940.01
30/11/2020	Fund Income Tax	0.00	60.38	0.00	1,000.39
11/12/2020	Fund Income Tax	0.00	32.06	0.00	1,032.45
11/12/2020	Fund Income Tax	0.00	60.38	0.00	1,092.83
29/12/2020	Fund Income Tax	0.00	119.25	0.00	1,212.08
07/01/2021	Fund Income Tax	0.00	32.06	0.00	1,244.14

Date	Description	Quantity	Debits	Credits	Balance
07/01/2021	Fund Income Tax	0.00	32.06	0.00	1,276.20
08/01/2021	Fund Income Tax	0.00	60.38	0.00	1,336.58
22/01/2021	Fund Income Tax	0.00	60.38	0.00	1,396.96
05/02/2021	Fund Income Tax	0.00	60.38	0.00	1,457.34
08/02/2021	Fund Income Tax	0.00	31.52	0.00	1,488.86
08/02/2021	Fund Income Tax	0.00	32.06	0.00	1,520.92
16/02/2021	Fund Income Tax	0.00	31.52	0.00	1,552.44
19/02/2021	Fund Income Tax	0.00	60.38	0.00	1,612.82
26/02/2021	Fund Income Tax	0.00	50.77	0.00	1,663.59
05/03/2021	Fund Income Tax	0.00	31.52	0.00	1,695.11
05/03/2021	Fund Income Tax	0.00	60.38	0.00	1,755.49
22/03/2021	Fund Income Tax	0.00	31.52	0.00	1,787.01
22/03/2021	Fund Income Tax	0.00	113.52	0.00	1,900.53
06/04/2021	Fund Income Tax	0.00	60.38	0.00	1,960.91
15/04/2021	Fund Income Tax	0.00	31.52	0.00	1,992.43
15/04/2021	Fund Income Tax	0.00	31.77	0.00	2,024.20
19/04/2021	Fund Income Tax	0.00	60.38	0.00	2,084.58
30/04/2021	Fund Income Tax	0.00	32.78	0.00	2,117.36
30/04/2021	Fund Income Tax	0.00	60.38	0.00	2,177.74
17/05/2021	Fund Income Tax	0.00	32.78	0.00	2,210.52

Date	Description	Quantity	Debits	Credits	Balance
17/05/2021	Fund Income Tax	0.00	60.38	0.00	2,270.90
28/05/2021	Fund Income Tax	0.00	60.38	0.00	2,331.28
15/06/2021	Fund Income Tax	0.00	60.38	0.00	2,391.66
23/06/2021	Fund Income Tax	0.00	32.78	0.00	2,424.44
25/06/2021	Fund Income Tax	0.00	115.33	0.00	2,539.77
29/06/2021	Fund Income Tax	0.00	32.78	0.00	2,572.55
29/06/2021	Fund Income Tax	0.00	32.78	0.00	2,605.33
30/06/2021	Fund Income Tax	0.00	531.32	0.00	3,136.65
30/06/2021	Closing Balance	0.00	0.00	0.00	3,136.65
Investments - 5 Selby Place, Webberton, WA					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
17/11/2020	Property Purchase	1.00	105,000.00	0.00	105,000.00
30/06/2021	Closing Balance	1.00	0.00	0.00	105,000.00
Investments - Cottesloe Apartments (WA) Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	58,794.52
30/06/2021	Accrued Interest FY21	0.00	5,879.45	0.00	64,673.97
30/06/2021	Closing Balance	0.00	0.00	0.00	64,673.97
Investments - DPA WA Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	72,819.65
10/08/2020	Loan Repayment	0.00	0.00	15.17	72,804.48

Date	Description	Quantity	Debits	Credits	Balance
10/09/2020	Loan Repayment	0.00	0.00	15.17	72,789.31
13/10/2020	Loan Repayment	0.00	0.00	15.17	72,774.14
10/11/2020	Loan Repayment	0.00	0.00	15.17	72,758.97
10/12/2020	Loan Repayment	0.00	0.00	15.17	72,743.80
13/01/2021	Loan Repayment	0.00	0.00	15.17	72,728.63
09/02/2021	Loan Repayment	0.00	0.00	15.17	72,713.46
12/03/2021	Loan Repayment	0.00	0.00	15.17	72,698.29
08/04/2021	Loan Repayment	0.00	0.00	15.17	72,683.12
11/05/2021	Loan Repayment	0.00	0.00	15.17	72,667.95
09/06/2021	Loan Repayment	0.00	0.00	15.17	72,652.78
30/06/2021	Interest Accrued in 2021	0.00	182.04	0.00	72,834.82
30/06/2021	Closing Balance	0.00	0.00	0.00	72,834.82
Cash At Bank - BWA Bus Zero Trans Acct 0331					
01/07/2020	Opening Balance	0.00	0.00	0.00	50,212.10
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	762.79	0.00	50,974.89
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	399.35	0.00	51,374.24
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	399.35	0.00	51,773.59
10/08/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	51,788.76
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	399.35	0.00	52,188.11
13/08/2020	ASIC Fees	0.00	0.00	280.50	51,907.61

Date	Description	Quantity	Debits	Credits	Balance
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	399.35	0.00	52,306.96
26/08/2020	Lawyers Fees	0.00	0.00	385.00	51,921.96
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	399.35	0.00	52,321.31
10/09/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	52,336.48
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	1,897.15	0.00	54,233.63
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	402.55	0.00	54,636.18
13/10/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	54,651.35
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	402.55	0.00	55,053.90
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	402.55	0.00	55,456.45
05/11/2020	AUSTRALIANSUPER 005774491	0.00	33,831.48	0.00	89,287.93
10/11/2020	AUSTRALIANSUPER 005779099	0.00	25,150.07	0.00	114,438.00
10/11/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	114,453.17
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	402.55	0.00	114,855.72
16/11/2020	Tax Store Willetton	0.00	0.00	385.00	114,470.72
17/11/2020	Storage Units Investment WA Pty Ltd	0.00	0.00	105,000.00	9,470.72
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	402.55	0.00	9,873.27
10/12/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	9,888.44
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	213.75	0.00	10,102.19
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	402.55	0.00	10,504.74
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	795.03	0.00	11,299.77

Date	Description	Quantity	Debits	Credits	Balance
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	213.75	0.00	11,513.52
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	213.75	0.00	11,727.27
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	402.55	0.00	12,129.82
13/01/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	12,144.99
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	402.55	0.00	12,547.54
04/02/2021	Storage Unit Inv Dec-20-34	0.00	168.75	0.00	12,716.29
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	402.55	0.00	13,118.84
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	213.75	0.00	13,332.59
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	210.10	0.00	13,542.69
09/02/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	13,557.86
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	210.10	0.00	13,767.96
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	402.55	0.00	14,170.51
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	338.47	0.00	14,508.98
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	210.10	0.00	14,719.08
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	402.55	0.00	15,121.63
08/03/2021	Activity Statement/ 4	0.00	0.00	568.00	14,553.63
08/03/2021	Income Tax 2018/2019	0.00	0.00	1,628.26	12,925.37
12/03/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	12,940.54
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	210.10	0.00	13,150.64
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	756.80	0.00	13,907.44

Date	Description	Quantity	Debits	Credits	Balance
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	402.55	0.00	14,309.99
07/04/2021	Storage Unit Inv Mar-21-34	0.00	414.77	0.00	14,724.76
08/04/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	14,739.93
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	210.10	0.00	14,950.03
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	211.78	0.00	15,161.81
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	402.55	0.00	15,564.36
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	218.50	0.00	15,782.86
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	402.55	0.00	16,185.41
11/05/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	16,200.58
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	218.50	0.00	16,419.08
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	402.55	0.00	16,821.63
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	402.55	0.00	17,224.18
28/05/2021	Tax Lodgment	0.00	0.00	2,420.00	14,804.18
01/06/2021	Storage Unit Inv May-21-33	0.00	369.24	0.00	15,173.42
09/06/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	15,188.59
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	402.55	0.00	15,591.14
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	218.50	0.00	15,809.64
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	768.85	0.00	16,578.49
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	218.50	0.00	16,796.99
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	218.50	0.00	17,015.49

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	17,015.49
Other Assets - Unsettled Trades / Acquisitions / Direct Property / 5 Selby Place, Webberton, WA					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
17/11/2020	Property Purchase	0.00	0.00	105,000.00	105,000.00
17/11/2020	Purchase Settlement Paid	0.00	105,000.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Loans / Cottesloe Apartments (WA) Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Accrued Interest FY21	0.00	0.00	5,879.45	5,879.45
30/06/2021	Accrued Interest FY21	0.00	5,879.45	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Unsettled Trades / Acquisitions / Loans / DPA WA Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
10/08/2020	Loan Repayment	0.00	0.00	15.17	15.17
10/08/2020	Loan Repayment	0.00	15.17	0.00	0.00
10/09/2020	Loan Repayment	0.00	0.00	15.17	15.17
10/09/2020	Loan Repayment	0.00	15.17	0.00	0.00
13/10/2020	Loan Repayment	0.00	0.00	15.17	15.17
13/10/2020	Loan Repayment	0.00	15.17	0.00	0.00
10/11/2020	Loan Repayment	0.00	0.00	15.17	15.17

Date	Description	Quantity	Debits	Credits	Balance
10/11/2020	Loan Repayment	0.00	15.17	0.00	0.00
10/12/2020	Loan Repayment	0.00	0.00	15.17	15.17
10/12/2020	Loan Repayment	0.00	15.17	0.00	0.00
13/01/2021	Loan Repayment	0.00	0.00	15.17	15.17
13/01/2021	Loan Repayment	0.00	15.17	0.00	0.00
09/02/2021	Loan Repayment	0.00	0.00	15.17	15.17
09/02/2021	Loan Repayment	0.00	15.17	0.00	0.00
12/03/2021	Loan Repayment	0.00	0.00	15.17	15.17
12/03/2021	Loan Repayment	0.00	15.17	0.00	0.00
08/04/2021	Loan Repayment	0.00	0.00	15.17	15.17
08/04/2021	Loan Repayment	0.00	15.17	0.00	0.00
11/05/2021	Loan Repayment	0.00	0.00	15.17	15.17
11/05/2021	Loan Repayment	0.00	15.17	0.00	0.00
09/06/2021	Loan Repayment	0.00	0.00	15.17	15.17
09/06/2021	Loan Repayment	0.00	15.17	0.00	0.00
30/06/2021	Interest Accrued in 2021	0.00	0.00	182.04	182.04
30/06/2021	Interest Accrued in 2021	0.00	182.04	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Loans / Cottesloe Apartments (WA) Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Accrued Interest FY21	0.00	0.00	5,879.45	5,879.45
30/06/2021	Accrued Interest FY21	0.00	5,879.45	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Interest / Loans / DPA WA Pty Ltd					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/06/2021	Interest Accrued in 2021	0.00	0.00	182.04	182.04
30/06/2021	Interest Accrued in 2021	0.00	182.04	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Investment Income Receivable / Rent / Direct Property / 5 Selby Place, Webberton, WA					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
04/02/2021	Rental Income/Disbursements Received	0.00	0.00	168.75	168.75
04/02/2021	Storage Unit Inv Dec-20-34	0.00	168.75	0.00	0.00
07/04/2021	Rental Income/Disbursements Received	0.00	0.00	414.77	414.77
07/04/2021	Storage Unit Inv Mar-21-34	0.00	414.77	0.00	0.00
01/06/2021	Rental Income/Disbursements Received	0.00	0.00	369.24	369.24
01/06/2021	Storage Unit Inv May-21-33	0.00	369.24	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Rollovers In / Mrs Renee Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
05/11/2020	AUSTRALIANSUPER 005774491	0.00	33,831.48	0.00	33,831.48

Date	Description	Quantity	Debits	Credits	Balance
05/11/2020	RolloverIn Received	0.00	0.00	33,831.48	0.00
10/11/2020	AUSTRALIANSUPER 005779099	0.00	25,150.07	0.00	25,150.07
10/11/2020	RolloverIn Received	0.00	0.00	25,150.07	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mr Daniel Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	Contribution Received	0.00	0.00	762.79	762.79
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	762.79	0.00	0.00
29/07/2020	Contribution Received	0.00	0.00	399.35	399.35
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	399.35	0.00	0.00
06/08/2020	Contribution Received	0.00	0.00	399.35	399.35
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	399.35	0.00	0.00
12/08/2020	Contribution Received	0.00	0.00	399.35	399.35
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	399.35	0.00	0.00
21/08/2020	Contribution Received	0.00	0.00	399.35	399.35
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	399.35	0.00	0.00
04/09/2020	Contribution Received	0.00	0.00	399.35	399.35
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	399.35	0.00	0.00
18/09/2020	Contribution Received	0.00	0.00	1,897.15	1,897.15
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	1,897.15	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
05/10/2020	Contribution Received	0.00	0.00	402.55	402.55
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	402.55	0.00	0.00
21/10/2020	Contribution Received	0.00	0.00	402.55	402.55
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	402.55	0.00	0.00
30/10/2020	Contribution Received	0.00	0.00	402.55	402.55
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	402.55	0.00	0.00
13/11/2020	Contribution Received	0.00	0.00	402.55	402.55
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	402.55	0.00	0.00
30/11/2020	Contribution Received	0.00	0.00	402.55	402.55
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	402.55	0.00	0.00
11/12/2020	Contribution Received	0.00	0.00	402.55	402.55
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	402.55	0.00	0.00
29/12/2020	Contribution Received	0.00	0.00	795.03	795.03
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	795.03	0.00	0.00
08/01/2021	Contribution Received	0.00	0.00	402.55	402.55
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	402.55	0.00	0.00
22/01/2021	Contribution Received	0.00	0.00	402.55	402.55
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	402.55	0.00	0.00
05/02/2021	Contribution Received	0.00	0.00	402.55	402.55
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	402.55	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
19/02/2021	Contribution Received	0.00	0.00	402.55	402.55
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	402.55	0.00	0.00
05/03/2021	Contribution Received	0.00	0.00	402.55	402.55
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	402.55	0.00	0.00
22/03/2021	Contribution Received	0.00	0.00	756.80	756.80
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	756.80	0.00	0.00
06/04/2021	Contribution Received	0.00	0.00	402.55	402.55
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	402.55	0.00	0.00
19/04/2021	Contribution Received	0.00	0.00	402.55	402.55
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	402.55	0.00	0.00
30/04/2021	Contribution Received	0.00	0.00	402.55	402.55
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	402.55	0.00	0.00
17/05/2021	Contribution Received	0.00	0.00	402.55	402.55
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	402.55	0.00	0.00
28/05/2021	Contribution Received	0.00	0.00	402.55	402.55
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	402.55	0.00	0.00
15/06/2021	Contribution Received	0.00	0.00	402.55	402.55
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	402.55	0.00	0.00
25/06/2021	Contribution Received	0.00	0.00	768.85	768.85
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	768.85	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Assets - Receivables / Member Income Receivable / Contributions / Mrs Renee Farrington					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
11/12/2020	Contribution Received	0.00	0.00	213.75	213.75
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	213.75	0.00	0.00
07/01/2021	Contribution Received	0.00	0.00	213.75	213.75
07/01/2021	Contribution Received	0.00	0.00	213.75	427.50
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	213.75	0.00	213.75
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	213.75	0.00	0.00
08/02/2021	Contribution Received	0.00	0.00	210.10	210.10
08/02/2021	Contribution Received	0.00	0.00	213.75	423.85
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	213.75	0.00	210.10
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	210.10	0.00	0.00
16/02/2021	Contribution Received	0.00	0.00	210.10	210.10
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	210.10	0.00	0.00
26/02/2021	Contribution Received	0.00	0.00	338.47	338.47
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	338.47	0.00	0.00
05/03/2021	Contribution Received	0.00	0.00	210.10	210.10
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	210.10	0.00	0.00
22/03/2021	Contribution Received	0.00	0.00	210.10	210.10

Date	Description	Quantity	Debits	Credits	Balance
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	210.10	0.00	0.00
15/04/2021	Contribution Received	0.00	0.00	210.10	210.10
15/04/2021	Contribution Received	0.00	0.00	211.78	421.88
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	210.10	0.00	211.78
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	211.78	0.00	0.00
30/04/2021	Contribution Received	0.00	0.00	218.50	218.50
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	218.50	0.00	0.00
17/05/2021	Contribution Received	0.00	0.00	218.50	218.50
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	218.50	0.00	0.00
23/06/2021	Contribution Received	0.00	0.00	218.50	218.50
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	218.50	0.00	0.00
29/06/2021	Contribution Received	0.00	0.00	218.50	218.50
29/06/2021	Contribution Received	0.00	0.00	218.50	437.00
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	218.50	0.00	218.50
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	218.50	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Accountancy Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
28/05/2021	Tax Lodgment	0.00	0.00	2,420.00	2,420.00
28/05/2021	Tax Lodgment	0.00	2,420.00	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / ASIC Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
13/08/2020	ASIC Fees	0.00	0.00	280.50	280.50
13/08/2020	ASIC Fees	0.00	280.50	0.00	0.00
16/11/2020	Tax Store Willetton	0.00	0.00	385.00	385.00
16/11/2020	Tax Store Willetton	0.00	385.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Other Creditors and Accruals / Trustee Fee					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
26/08/2020	Lawyers Fees	0.00	0.00	385.00	385.00
26/08/2020	Lawyers Fees	0.00	385.00	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Suspense					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
08/03/2021	FY18/19 Income Tax	0.00	0.00	1,628.26	1,628.26
08/03/2021	FY18/19 Income Tax	0.00	1,628.26	0.00	0.00
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Income Tax Payable / Income Tax Payable					
01/07/2020	Opening Balance	0.00	0.00	0.00	3,427.16

Date	Description	Quantity	Debits	Credits	Balance
08/03/2021	FY18/19 Income Tax	0.00	1,628.26	0.00	1,798.90
30/06/2021	Closing Balance	0.00	0.00	0.00	1,798.90
Income Tax Payable / Provision for Income Tax					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	Tax Effect Of Income	0.00	0.00	114.42	114.42
29/07/2020	Tax Effect Of Income	0.00	0.00	59.90	174.32
06/08/2020	Tax Effect Of Income	0.00	0.00	59.90	234.22
12/08/2020	Tax Effect Of Income	0.00	0.00	59.90	294.12
21/08/2020	Tax Effect Of Income	0.00	0.00	59.90	354.02
04/09/2020	Tax Effect Of Income	0.00	0.00	59.90	413.92
18/09/2020	Tax Effect Of Income	0.00	0.00	284.57	698.49
05/10/2020	Tax Effect Of Income	0.00	0.00	60.38	758.87
21/10/2020	Tax Effect Of Income	0.00	0.00	60.38	819.25
30/10/2020	Tax Effect Of Income	0.00	0.00	60.38	879.63
13/11/2020	Tax Effect Of Income	0.00	0.00	60.38	940.01
30/11/2020	Tax Effect Of Income	0.00	0.00	60.38	1,000.39
11/12/2020	Tax Effect Of Income	0.00	0.00	32.06	1,032.45
11/12/2020	Tax Effect Of Income	0.00	0.00	60.38	1,092.83
29/12/2020	Tax Effect Of Income	0.00	0.00	119.25	1,212.08
07/01/2021	Tax Effect Of Income	0.00	0.00	32.06	1,244.14

Date	Description	Quantity	Debits	Credits	Balance
07/01/2021	Tax Effect Of Income	0.00	0.00	32.06	1,276.20
08/01/2021	Tax Effect Of Income	0.00	0.00	60.38	1,336.58
22/01/2021	Tax Effect Of Income	0.00	0.00	60.38	1,396.96
05/02/2021	Tax Effect Of Income	0.00	0.00	60.38	1,457.34
08/02/2021	Tax Effect Of Income	0.00	0.00	31.52	1,488.86
08/02/2021	Tax Effect Of Income	0.00	0.00	32.06	1,520.92
16/02/2021	Tax Effect Of Income	0.00	0.00	31.52	1,552.44
19/02/2021	Tax Effect Of Income	0.00	0.00	60.38	1,612.82
26/02/2021	Tax Effect Of Income	0.00	0.00	50.77	1,663.59
05/03/2021	Tax Effect Of Income	0.00	0.00	31.52	1,695.11
05/03/2021	Tax Effect Of Income	0.00	0.00	60.38	1,755.49
22/03/2021	Tax Effect Of Income	0.00	0.00	31.52	1,787.01
22/03/2021	Tax Effect Of Income	0.00	0.00	113.52	1,900.53
06/04/2021	Tax Effect Of Income	0.00	0.00	60.38	1,960.91
15/04/2021	Tax Effect Of Income	0.00	0.00	31.52	1,992.43
15/04/2021	Tax Effect Of Income	0.00	0.00	31.77	2,024.20
19/04/2021	Tax Effect Of Income	0.00	0.00	60.38	2,084.58
30/04/2021	Tax Effect Of Income	0.00	0.00	32.78	2,117.36
30/04/2021	Tax Effect Of Income	0.00	0.00	60.38	2,177.74
17/05/2021	Tax Effect Of Income	0.00	0.00	32.78	2,210.52

Date	Description	Quantity	Debits	Credits	Balance
17/05/2021	Tax Effect Of Income	0.00	0.00	60.38	2,270.90
28/05/2021	Tax Effect Of Income	0.00	0.00	60.38	2,331.28
15/06/2021	Tax Effect Of Income	0.00	0.00	60.38	2,391.66
23/06/2021	Tax Effect Of Income	0.00	0.00	32.78	2,424.44
25/06/2021	Tax Effect Of Income	0.00	0.00	115.33	2,539.77
29/06/2021	Tax Effect Of Income	0.00	0.00	32.78	2,572.55
29/06/2021	Tax Effect Of Income	0.00	0.00	32.78	2,605.33
30/06/2021	Tax Effect Of Income	0.00	0.00	531.32	3,136.65
30/06/2021	Closing Balance	0.00	0.00	0.00	3,136.65

Income Tax Payable / Income Tax Instalments Paid

01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
30/09/2020	Sep20 PAYGI	0.00	277.00	0.00	277.00
31/12/2020	Dec20 PAYGI	0.00	277.00	0.00	554.00
31/03/2021	Mar21 PAYGI	0.00	277.00	0.00	831.00
30/06/2021	Jun21 PAYGI	0.00	998.00	0.00	1,829.00
30/06/2021	Closing Balance	0.00	0.00	0.00	1,829.00

Other Taxes Payable / Activity Statement Payable/Refundable

01/07/2020	Opening Balance	0.00	0.00	0.00	291.00
30/09/2020	Sep20 PAYGI	0.00	0.00	277.00	568.00
31/12/2020	Dec20 PAYGI	0.00	0.00	277.00	845.00

Date	Description	Quantity	Debits	Credits	Balance
08/03/2021	Outstanding Activity Statement Payment	0.00	291.00	0.00	554.00
08/03/2021	Sep20 PAYGI	0.00	277.00	0.00	277.00
31/03/2021	Mar21 PAYGI	0.00	0.00	277.00	554.00
30/06/2021	Jun21 PAYGI	0.00	0.00	998.00	1,552.00
30/06/2021	Closing Balance	0.00	0.00	0.00	1,552.00
Fund Suspense / BWA Bus Zero Trans Acct 0331					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	0.00	762.79	762.79
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	762.79	0.00	0.00
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	0.00	399.35	399.35
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	399.35	0.00	0.00
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	0.00	399.35	399.35
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	399.35	0.00	0.00
10/08/2020	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
10/08/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	0.00	399.35	399.35
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	399.35	0.00	0.00
13/08/2020	ASIC Fees	0.00	0.00	280.50	280.50
13/08/2020	ASIC Fees	0.00	280.50	0.00	0.00
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	0.00	399.35	399.35

Date	Description	Quantity	Debits	Credits	Balance
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	399.35	0.00	0.00
26/08/2020	Lawyers Fees	0.00	0.00	385.00	385.00
26/08/2020	Lawyers Fees	0.00	385.00	0.00	0.00
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	0.00	399.35	399.35
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	399.35	0.00	0.00
10/09/2020	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
10/09/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	0.00	1,897.15	1,897.15
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	1,897.15	0.00	0.00
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	0.00	402.55	402.55
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	402.55	0.00	0.00
13/10/2020	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
13/10/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	0.00	402.55	402.55
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	402.55	0.00	0.00
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	0.00	402.55	402.55
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	402.55	0.00	0.00
05/11/2020	AUSTRALIANSUPER 005774491	0.00	0.00	33,831.48	33,831.48
05/11/2020	AUSTRALIANSUPER 005774491	0.00	33,831.48	0.00	0.00
10/11/2020	AUSTRALIANSUPER 005779099	0.00	0.00	25,150.07	25,150.07

Date	Description	Quantity	Debits	Credits	Balance
10/11/2020	AUSTRALIANSUPER 005779099	0.00	25,150.07	0.00	0.00
10/11/2020	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
10/11/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	0.00	402.55	402.55
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	402.55	0.00	0.00
16/11/2020	Tax Store Willetton	0.00	0.00	385.00	385.00
16/11/2020	Tax Store Willetton	0.00	385.00	0.00	0.00
17/11/2020	Storage Units Investment WA Pty Ltd	0.00	0.00	105,000.00	105,000.00
17/11/2020	Storage Units Investment WA Pty Ltd	0.00	105,000.00	0.00	0.00
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	0.00	402.55	402.55
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	402.55	0.00	0.00
10/12/2020	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
10/12/2020	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	0.00	213.75	213.75
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	213.75	0.00	0.00
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	0.00	402.55	402.55
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	402.55	0.00	0.00
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	0.00	795.03	795.03
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	795.03	0.00	0.00
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	0.00	213.75	213.75

Date	Description	Quantity	Debits	Credits	Balance
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	213.75	0.00	0.00
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	0.00	213.75	213.75
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	213.75	0.00	0.00
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	0.00	402.55	402.55
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	402.55	0.00	0.00
13/01/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
13/01/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	0.00	402.55	402.55
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	402.55	0.00	0.00
04/02/2021	Storage Unit Inv Dec-20-34	0.00	0.00	168.75	168.75
04/02/2021	Storage Unit Inv Dec-20-34	0.00	168.75	0.00	0.00
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	0.00	402.55	402.55
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	402.55	0.00	0.00
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	0.00	213.75	213.75
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	213.75	0.00	0.00
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	0.00	210.10	210.10
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	210.10	0.00	0.00
09/02/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
09/02/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	0.00	210.10	210.10

Date	Description	Quantity	Debits	Credits	Balance
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	210.10	0.00	0.00
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	0.00	402.55	402.55
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	402.55	0.00	0.00
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	0.00	338.47	338.47
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	338.47	0.00	0.00
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	0.00	210.10	210.10
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	210.10	0.00	0.00
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	0.00	402.55	402.55
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	402.55	0.00	0.00
08/03/2021	Activity Statement/ 4	0.00	0.00	277.00	277.00
08/03/2021	Activity Statement/ 4	0.00	0.00	291.00	568.00
08/03/2021	Activity Statement/ 4	0.00	568.00	0.00	0.00
08/03/2021	Income Tax 2018/2019	0.00	0.00	1,628.26	1,628.26
08/03/2021	Income Tax 2018/2019	0.00	1,628.26	0.00	0.00
12/03/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
12/03/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	0.00	210.10	210.10
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	210.10	0.00	0.00
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	0.00	756.80	756.80
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	756.80	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	0.00	402.55	402.55
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	402.55	0.00	0.00
07/04/2021	Storage Unit Inv Mar-21-34	0.00	0.00	414.77	414.77
07/04/2021	Storage Unit Inv Mar-21-34	0.00	414.77	0.00	0.00
08/04/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
08/04/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	0.00	210.10	210.10
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	210.10	0.00	0.00
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	0.00	211.78	211.78
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	211.78	0.00	0.00
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	0.00	402.55	402.55
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	402.55	0.00	0.00
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	0.00	218.50	218.50
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	218.50	0.00	0.00
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	0.00	402.55	402.55
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	402.55	0.00	0.00
11/05/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
11/05/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	0.00	218.50	218.50
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	218.50	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	0.00	402.55	402.55
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	402.55	0.00	0.00
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	0.00	402.55	402.55
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	402.55	0.00	0.00
28/05/2021	Tax Lodgment	0.00	0.00	2,420.00	2,420.00
28/05/2021	Tax Lodgment	0.00	2,420.00	0.00	0.00
01/06/2021	Storage Unit Inv May-21-33	0.00	0.00	369.24	369.24
01/06/2021	Storage Unit Inv May-21-33	0.00	369.24	0.00	0.00
09/06/2021	Mattrodar Pty Lt Jul20-225	0.00	0.00	15.17	15.17
09/06/2021	Mattrodar Pty Lt Jul20-225	0.00	15.17	0.00	0.00
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	0.00	402.55	402.55
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	402.55	0.00	0.00
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	0.00	218.50	218.50
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	218.50	0.00	0.00
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	0.00	768.85	768.85
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	768.85	0.00	0.00
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	0.00	218.50	218.50
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	218.50	0.00	0.00
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	0.00	218.50	218.50
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	218.50	0.00	0.00

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	0.00
Member Entitlement Accounts / Mr Daniel Farrington / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	178,108.11
01/07/2020	Contribution Tax Withheld	0.00	114.42	0.00	177,993.69
01/07/2020	NAB Super Pay 46008700981000CZJL	0.00	0.00	762.79	178,756.48
29/07/2020	Contribution Tax Withheld	0.00	59.90	0.00	178,696.58
29/07/2020	NAB Super Pay 46008700981000D2RI	0.00	0.00	399.35	179,095.93
06/08/2020	Contribution Tax Withheld	0.00	59.90	0.00	179,036.03
06/08/2020	NAB Super Pay 46008700981000D3YR	0.00	0.00	399.35	179,435.38
12/08/2020	Contribution Tax Withheld	0.00	59.90	0.00	179,375.48
12/08/2020	NAB Super Pay 46008700981000D4IV	0.00	0.00	399.35	179,774.83
21/08/2020	Contribution Tax Withheld	0.00	59.90	0.00	179,714.93
21/08/2020	SuperChoice P/L PC200820-190597555	0.00	0.00	399.35	180,114.28
04/09/2020	Contribution Tax Withheld	0.00	59.90	0.00	180,054.38
04/09/2020	SuperChoice P/L PC030920-189596331	0.00	0.00	399.35	180,453.73
18/09/2020	Contribution Tax Withheld	0.00	284.57	0.00	180,169.16
18/09/2020	SuperChoice P/L PC170920-109729687	0.00	0.00	1,897.15	182,066.31
05/10/2020	Contribution Tax Withheld	0.00	60.38	0.00	182,005.93
05/10/2020	SuperChoice P/L PC011020-109467858	0.00	0.00	402.55	182,408.48
21/10/2020	Contribution Tax Withheld	0.00	60.38	0.00	182,348.10

Date	Description	Quantity	Debits	Credits	Balance
21/10/2020	SuperChoice P/L PC161020-106151820	0.00	0.00	402.55	182,750.65
30/10/2020	Contribution Tax Withheld	0.00	60.38	0.00	182,690.27
30/10/2020	SuperChoice P/L PC291020-135780313	0.00	0.00	402.55	183,092.82
13/11/2020	Contribution Tax Withheld	0.00	60.38	0.00	183,032.44
13/11/2020	SuperChoice P/L PC111120-162742028	0.00	0.00	402.55	183,434.99
30/11/2020	Contribution Tax Withheld	0.00	60.38	0.00	183,374.61
30/11/2020	SuperChoice P/L PC261120-163340224	0.00	0.00	402.55	183,777.16
11/12/2020	Contribution Tax Withheld	0.00	60.38	0.00	183,716.78
11/12/2020	SuperChoice P/L PC101220-178444767	0.00	0.00	402.55	184,119.33
29/12/2020	Contribution Tax Withheld	0.00	119.25	0.00	184,000.08
29/12/2020	SuperChoice P/L PC241220-179994665	0.00	0.00	795.03	184,795.11
08/01/2021	Contribution Tax Withheld	0.00	60.38	0.00	184,734.73
08/01/2021	SuperChoice P/L PC070121-184454558	0.00	0.00	402.55	185,137.28
22/01/2021	Contribution Tax Withheld	0.00	60.38	0.00	185,076.90
22/01/2021	SuperChoice P/L PC210121-109742884	0.00	0.00	402.55	185,479.45
05/02/2021	Contribution Tax Withheld	0.00	60.38	0.00	185,419.07
05/02/2021	SuperChoice P/L PC050221-109067208	0.00	0.00	402.55	185,821.62
19/02/2021	Contribution Tax Withheld	0.00	60.38	0.00	185,761.24
19/02/2021	SuperChoice P/L PC180221-101519120	0.00	0.00	402.55	186,163.79
05/03/2021	Contribution Tax Withheld	0.00	60.38	0.00	186,103.41

Date	Description	Quantity	Debits	Credits	Balance
05/03/2021	SuperChoice P/L PC040321-127352445	0.00	0.00	402.55	186,505.96
22/03/2021	Contribution Tax Withheld	0.00	113.52	0.00	186,392.44
22/03/2021	SuperChoice P/L PC190321-191154663	0.00	0.00	756.80	187,149.24
06/04/2021	Contribution Tax Withheld	0.00	60.38	0.00	187,088.86
06/04/2021	SuperChoice P/L PC010421-192772552	0.00	0.00	402.55	187,491.41
19/04/2021	Contribution Tax Withheld	0.00	60.38	0.00	187,431.03
19/04/2021	SuperChoice P/L PC160421-180432424	0.00	0.00	402.55	187,833.58
30/04/2021	Contribution Tax Withheld	0.00	60.38	0.00	187,773.20
30/04/2021	SuperChoice P/L PC290421-172997658	0.00	0.00	402.55	188,175.75
17/05/2021	Contribution Tax Withheld	0.00	60.38	0.00	188,115.37
17/05/2021	SuperChoice P/L PC140521-134618820	0.00	0.00	402.55	188,517.92
28/05/2021	Contribution Tax Withheld	0.00	60.38	0.00	188,457.54
28/05/2021	SuperChoice P/L PC270521-170577764	0.00	0.00	402.55	188,860.09
15/06/2021	Contribution Tax Withheld	0.00	60.38	0.00	188,799.71
15/06/2021	SuperChoice P/L PC100621-110297377	0.00	0.00	402.55	189,202.26
25/06/2021	Contribution Tax Withheld	0.00	115.33	0.00	189,086.93
25/06/2021	SuperChoice P/L PC240621-115145777	0.00	0.00	768.85	189,855.78
30/06/2021	Contribution Tax	0.00	0.06	0.00	189,855.72
30/06/2021	Income Taxes Allocated	0.00	438.65	0.00	189,417.07
30/06/2021	Investment Profit or Loss	0.00	0.00	2,925.75	192,342.82

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	192,342.82
Member Entitlement Accounts / Mrs Renee Farrington / Accumulation					
01/07/2020	Opening Balance	0.00	0.00	0.00	0.00
05/11/2020	AUSTRALIANSUPER 005774491	0.00	0.00	33,831.48	33,831.48
10/11/2020	AUSTRALIANSUPER 005779099	0.00	0.00	25,150.07	58,981.55
11/12/2020	Contribution Tax Withheld	0.00	32.06	0.00	58,949.49
11/12/2020	SuperChoice P/L PC101220-178437562	0.00	0.00	213.75	59,163.24
07/01/2021	Contribution Tax Withheld	0.00	32.06	0.00	59,131.18
07/01/2021	Contribution Tax Withheld	0.00	32.06	0.00	59,099.12
07/01/2021	SuperChoice P/L PC060121-184274759	0.00	0.00	213.75	59,312.87
07/01/2021	SuperChoice P/L PC060121-184281982	0.00	0.00	213.75	59,526.62
08/02/2021	Contribution Tax Withheld	0.00	31.52	0.00	59,495.10
08/02/2021	Contribution Tax Withheld	0.00	32.06	0.00	59,463.04
08/02/2021	SuperChoice P/L PC050221-109128670	0.00	0.00	213.75	59,676.79
08/02/2021	SuperChoice P/L PC050221-109129002	0.00	0.00	210.10	59,886.89
16/02/2021	Contribution Tax Withheld	0.00	31.52	0.00	59,855.37
16/02/2021	SuperChoice P/L PC150221-100803644	0.00	0.00	210.10	60,065.47
26/02/2021	Contribution Tax Withheld	0.00	50.77	0.00	60,014.70
26/02/2021	SuperChoice P/L PC220221-183706495	0.00	0.00	338.47	60,353.17
05/03/2021	Contribution Tax Withheld	0.00	31.52	0.00	60,321.65

Date	Description	Quantity	Debits	Credits	Balance
05/03/2021	SuperChoice P/L PC040321-127302992	0.00	0.00	210.10	60,531.75
22/03/2021	Contribution Tax Withheld	0.00	31.52	0.00	60,500.23
22/03/2021	SuperChoice P/L PC170321-190914513	0.00	0.00	210.10	60,710.33
15/04/2021	Contribution Tax Withheld	0.00	31.52	0.00	60,678.81
15/04/2021	Contribution Tax Withheld	0.00	31.77	0.00	60,647.04
15/04/2021	SuperChoice P/L PC130421-173377260	0.00	0.00	210.10	60,857.14
15/04/2021	SuperChoice P/L PC130421-173379542	0.00	0.00	211.78	61,068.92
30/04/2021	Contribution Tax Withheld	0.00	32.78	0.00	61,036.14
30/04/2021	SuperChoice P/L PC280421-190111106	0.00	0.00	218.50	61,254.64
17/05/2021	Contribution Tax Withheld	0.00	32.78	0.00	61,221.86
17/05/2021	SuperChoice P/L PC130521-188785496	0.00	0.00	218.50	61,440.36
23/06/2021	Contribution Tax Withheld	0.00	32.78	0.00	61,407.58
23/06/2021	SuperChoice P/L PC220621-114692822	0.00	0.00	218.50	61,626.08
29/06/2021	Contribution Tax Withheld	0.00	32.78	0.00	61,593.30
29/06/2021	Contribution Tax Withheld	0.00	32.78	0.00	61,560.52
29/06/2021	SuperChoice P/L PC280621-178884807	0.00	0.00	218.50	61,779.02
29/06/2021	SuperChoice P/L PC280621-178889042	0.00	0.00	218.50	61,997.52
30/06/2021	Contribution Tax	0.00	0.00	0.04	61,997.56
30/06/2021	Income Taxes Allocated	0.00	92.65	0.00	61,904.91
30/06/2021	Investment Profit or Loss	0.00	0.00	618.00	62,522.91

Date	Description	Quantity	Debits	Credits	Balance
30/06/2021	Closing Balance	0.00	0.00	0.00	62,522.91

Self-managed superannuation fund annual return

2021

Who should complete this annual return?

Only self-managed superannuation funds (SMSFs) can complete this annual return. All other funds must complete the *Fund income tax return 2021* (NAT 71287).

! The *Self-managed superannuation fund annual return instructions 2021* (NAT 71606) (the instructions) can assist you to complete this annual return.

— The SMSF annual return cannot be used to notify us of a change in fund membership. You must update fund details via ABR.gov.au or complete the Change of details for superannuation entities form (NAT 3036).

To complete this annual return

- Print clearly, using a BLACK pen only.
- Use BLOCK LETTERS and print one character per box.

S M I T H S T

- Place in ALL applicable boxes.

➤ Postal address for annual returns:

Australian Taxation Office
GPO Box 9845
[insert the name and postcode
of your capital city]

Section A: Fund information

1 Tax file number (TFN)

➤ To assist processing, write the fund's TFN at the top of pages 3, 5, 7 and 9.

! The ATO is authorised by law to request your TFN. You are not obliged to quote your TFN but not quoting it could increase the chance of delay or error in processing your annual return. See the Privacy note in the Declaration.

2 Name of self-managed superannuation fund (SMSF)

Farrington Family Superannuation Fund

3 Australian business number (ABN) (if applicable)

68378313368

4 Current postal address

PO Box 230

Suburb/town

Glen Osmond

State/territory

SA

Postcode

5064

5 Annual return status

Is this an amendment to the SMSF's 2021 return?

A No Yes

Is this the first required return for a newly registered SMSF?

B No Yes

Fund's tax file number (TFN) *****

6 SMSF auditor

Auditor's name

Title: MR

Family name

Boys

First given name

Anthony

Other given names

SMSF Auditor Number

100014140

Auditor's phone number

04

10702708

Postal address

PO Box 3376

Suburb/town

Rundle Mall

State/territory

SA

Postcode

5000

Date audit was completed

A

Day Month Year

Was Part A of the audit report qualified?

B No Yes

Was Part B of the audit report qualified?

C No Yes

If Part B of the audit report was qualified, have the reported issues been rectified?

D No Yes **7 Electronic funds transfer (EFT)**

We need your self-managed super fund's financial institution details to pay any super payments and tax refunds owing to you.

A Fund's financial institution account details

This account is used for super contributions and rollovers. Do not provide a tax agent account here.

Fund BSB number 306060

Fund account number 920331

Fund account name

DAN FARRO HOLDINGS PTY LTD ATF Farrington Family Superannuation

I would like my tax refunds made to this account. Go to C.**B Financial institution account details for tax refunds**

This account is used for tax refunds. You can provide a tax agent account here.

BSB number

Account number

Account name

C Electronic service address alias

Provide the electronic service address alias (ESA) issued by your SMSF messaging provider. (For example, SMSFdataESAAlias). See instructions for more information.

smsfdataflow

Fund's tax file number (TFN)

- 8 Status of SMSF** Australian superannuation fund **A** No Yes Fund benefit structure **B** Code
- Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Amounts? **C** No Yes

9 Was the fund wound up during the income year?

No Yes If yes, provide the date on which the fund was wound up Day Month Year Have all tax lodgment and payment obligations been met? No Yes

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year?

To claim a tax exemption for current pension income, you must pay at least the minimum benefit payment under the law. Record exempt current pension income at Label **A**.

No Go to Section B: Income.

Yes Exempt current pension income amount **A** \$.00

Which method did you use to calculate your exempt current pension income?

Segregated assets method **B**

Unsegregated assets method **C** Was an actuarial certificate obtained? **D** Yes

Did the fund have any other income that was assessable?

E Yes Go to Section B: Income.

No Choosing 'No' means that you do not have any assessable income, including no-TFN quoted contributions. Go to Section C: Deductions and non-deductible expenses. (Do **not** complete Section B: Income.)

If you are entitled to claim any tax offsets, you can list these at Section D: Income tax calculation statement.

Fund's tax file number (TFN)

Section B: Income

Do not complete this section if all superannuation interests in the SMSF were supporting superannuation income streams in the retirement phase for the **entire year**, there was **no** other income that was assessable, and you **have not** realised a deferred notional gain. If you are entitled to claim any tax offsets, you can record these at Section D: Income tax calculation statement.

11 Income

Did you have a capital gains tax (CGT) event during the year? **G** No Yes

If the total capital loss or total capital gain is greater than \$10,000 or you elected to use the transitional CGT relief in 2017 and the deferred notional gain has been realised, complete and attach a *Capital gains tax (CGT) schedule 2021*.

Have you applied an exemption or rollover? **M** No Yes Code

Net capital gain **A** \$ -00

Gross rent and other leasing and hiring income **B** \$ -00

Gross interest **C** \$ -00

Forestry managed investment scheme income **X** \$ -00

Gross foreign income D1 \$ <input type="text" value="0"/> -00	Net foreign income D \$ <input type="text" value="0"/> -00	Loss <input type="checkbox"/>
--	---	-------------------------------

Australian franking credits from a New Zealand company **E** \$ -00

Transfers from foreign funds **F** \$ -00 Number

Gross payments where ABN not quoted **H** \$ -00

Calculation of assessable contributions

Assessable employer contributions **R1** \$ -00

plus Assessable personal contributions **R2** \$ -00

plus ****No-TFN-quoted contributions** **R3** \$ -00
(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST **R6** \$ -00

Gross distribution from partnerships I \$ <input type="text"/> -00	Loss <input type="checkbox"/>
*Unfranked dividend amount J \$ <input type="text" value="0"/> -00	
*Franked dividend amount K \$ <input type="text" value="0"/> -00	
*Dividend franking credit L \$ <input type="text" value="0"/> -00	
*Gross trust distributions M \$ <input type="text" value="0"/> -00	Code <input type="text"/>
Assessable contributions (R1 plus R2 plus R3 less R6) R \$ <input type="text" value="17368"/> -00	

Calculation of non-arm's length income

*Net non-arm's length private company dividends **U1** \$ -00

plus *Net non-arm's length trust distributions **U2** \$ -00

plus *Net other non-arm's length income **U3** \$ -00

*Other income S \$ <input type="text" value="0"/> -00	Code <input type="text"/>
*Assessable income due to changed tax status of fund T \$ <input type="text" value="0"/> -00	
Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) U \$ <input type="text" value="0"/> -00	

#This is a mandatory label.
*If an amount is entered at this label, check the instructions to ensure the correct tax treatment has been applied.

GROSS INCOME (Sum of labels A to U) W \$ <input type="text" value="24381"/> -00	Loss <input type="checkbox"/>
Exempt current pension income Y \$ <input type="text"/> -00	
TOTAL ASSESSABLE INCOME (W less Y) V \$ <input type="text" value="24381"/> -00	Loss <input type="checkbox"/>

Fund's tax file number (TFN)

Section C: Deductions and non-deductible expenses

12 Deductions and non-deductible expenses

Under 'Deductions' list all expenses and allowances you are entitled to claim a deduction for. Under 'Non-deductible expenses', list all other expenses or normally allowable deductions that you cannot claim as a deduction (for example, all expenses related to exempt current pension income should be recorded in the 'Non-deductible expenses' column).

	DEDUCTIONS	NON-DEDUCTIBLE EXPENSES
Interest expenses within Australia	A1 \$ <input type="text" value="0"/> -00	A2 \$ <input type="text" value="0"/> -00
Interest expenses overseas	B1 \$ <input type="text" value="0"/> -00	B2 \$ <input type="text" value="0"/> -00
Capital works expenditure	D1 \$ <input type="text" value="0"/> -00	D2 \$ <input type="text" value="0"/> -00
Decline in value of depreciating assets	E1 \$ <input type="text" value="0"/> -00	E2 \$ <input type="text" value="0"/> -00
Insurance premiums – members	F1 \$ <input type="text" value="0"/> -00	F2 \$ <input type="text" value="0"/> -00
SMSF auditor fee	H1 \$ <input type="text" value="0"/> -00	H2 \$ <input type="text" value="0"/> -00
Investment expenses	I1 \$ <input type="text" value="0"/> -00	I2 \$ <input type="text" value="0"/> -00
Management and administration expenses	J1 \$ <input type="text" value="3470"/> -00	J2 \$ <input type="text" value="0"/> -00
Forestry managed investment scheme expense	U1 \$ <input type="text" value="0"/> -00	U2 \$ <input type="text" value="0"/> -00
Other amounts	L1 \$ <input type="text" value="0"/> -00 Code <input type="text"/>	L2 \$ <input type="text" value="0"/> -00 Code <input type="text"/>
Tax losses deducted	M1 \$ <input type="text" value="0"/> -00	

TOTAL DEDUCTIONS
N \$ -00
 (Total **A1** to **M1**)

TOTAL NON-DEDUCTIBLE EXPENSES
Y \$ -00
 (Total **A2** to **L2**)

#TAXABLE INCOME OR LOSS Loss
O \$ -00
 (TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)

TOTAL SMSF EXPENSES
Z \$ -00
 (N plus Y)

#This is a mandatory label.

Fund's tax file number (TFN) *****

Section D: Income tax calculation statement

#Important:

Section B label **R3**, Section C label **O** and Section D labels **A, T1, J, T5** and **I** are mandatory. If you leave these labels blank, you will have specified a zero amount.

13 Calculation statement

Please refer to the *Self-managed superannuation fund annual return instructions 2021* on how to complete the calculation statement.

#Taxable income	A \$	<input type="text" value="20911-00"/>	(an amount must be included even if it is zero)
#Tax on taxable income	T1 \$	<input type="text" value="3136.65"/>	(an amount must be included even if it is zero)
#Tax on no-TFN-quoted contributions	J \$	<input type="text" value="0"/>	(an amount must be included even if it is zero)

Gross tax **B \$**
(T1 plus J)

Foreign income tax offset	C1 \$	<input type="text" value="0"/>	
Rebates and tax offsets	C2 \$	<input type="text"/>	
Non-refundable non-carry forward tax offsets	C \$	<input type="text" value="0"/>	(C1 plus C2)

SUBTOTAL 1
T2 \$
(B less C – cannot be less than zero)

Early stage venture capital limited partnership tax offset	D1 \$	<input type="text" value="0"/>	
Early stage venture capital limited partnership tax offset carried forward from previous year	D2 \$	<input type="text" value="0"/>	
Early stage investor tax offset	D3 \$	<input type="text" value="0"/>	
Early stage investor tax offset carried forward from previous year	D4 \$	<input type="text" value="0"/>	
Non-refundable carry forward tax offsets	D \$	<input type="text" value="0"/>	(D1 plus D2 plus D3 plus D4)

SUBTOTAL 2
T3 \$
(T2 less D – cannot be less than zero)

Complying fund's franking credits tax offset	E1 \$	<input type="text"/>	
No-TFN tax offset	E2 \$	<input type="text"/>	
National rental affordability scheme tax offset	E3 \$	<input type="text"/>	
Exploration credit tax offset	E4 \$	<input type="text"/>	
Refundable tax offsets	E \$	<input type="text" value="0"/>	(E1 plus E2 plus E3 plus E4)

#TAX PAYABLE **T5 \$**
(T3 less E – cannot be less than zero)

Section 102AAM interest charge
G \$

Fund's tax file number (TFN)

Credit for interest on early payments – amount of interest	H1 \$ <input type="text"/>
Credit for tax withheld – foreign resident withholding (excluding capital gains)	H2 \$ <input type="text"/>
Credit for tax withheld – where ABN or TFN not quoted (non-individual)	H3 \$ <input type="text" value="0"/>
Credit for TFN amounts withheld from payments from closely held trusts	H5 \$ <input type="text"/>
Credit for interest on no-TFN tax offset	H6 \$ <input type="text"/>
Credit for foreign resident capital gains withholding amounts	H8 \$ <input type="text"/>
Eligible credits	H \$ <input type="text" value="0"/>
	<i>(H1 plus H2 plus H3 plus H5 plus H6 plus H8)</i>

#Tax offset refunds (Remainder of refundable tax offsets)	I \$ <input type="text" value="0"/>
	<i>(unused amount from label E – an amount must be included even if it is zero)</i>

PAYG instalments raised

K \$

Supervisory levy

L \$

Supervisory levy adjustment for wound up funds

M \$

Supervisory levy adjustment for new funds

N \$

AMOUNT DUE OR REFUNDABLE A positive amount at S is what you owe, while a negative amount is refundable to you.	S \$ <input type="text" value="1566.65"/>
	<i>(T5 plus G less H less I less K plus L less M plus N)</i>

#This is a mandatory label.

Section E: Losses

14 Losses

! If total loss is greater than \$100,000, complete and attach a *Losses schedule 2021*.

Tax losses carried forward to later income years	U \$ <input type="text" value="0"/> -00
Net capital losses carried forward to later income years	V \$ <input type="text" value="0"/> -00

Fund's tax file number (TFN) *****

Section F: Member information

MEMBER 1

Title:

Family name

First given name

Other given names

Member's TFN

See the Privacy note in the Declaration.

Day Month Year

Date of birth

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions

A \$

ABN of principal employer

A1

Personal contributions

B \$

CGT small business retirement exemption

C \$

CGT small business 15-year exemption amount

D \$

Personal injury election

E \$

Spouse and child contributions

F \$

Other third party contributions

G \$

Proceeds from primary residence disposal

H \$

Receipt date

Day Month Year

H1

Assessable foreign superannuation fund amount

I \$

Non-assessable foreign superannuation fund amount

J \$

Transfer from reserve: assessable amount

K \$

Transfer from reserve: non-assessable amount

L \$

Contributions from non-complying funds and previously non-complying funds

T \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts)

M \$

TOTAL CONTRIBUTIONS N \$

(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses

O \$

Loss

Inward rollovers and transfers

P \$

Outward rollovers and transfers

Q \$

Lump Sum payments

R1 \$

Income stream payments

R2 \$

Code

Code

Accumulation phase account balance
S1 \$

Retirement phase account balance - Non CDBIS
S2 \$

Retirement phase account balance - CDBIS
S3 \$

TRIS Count

CLOSING ACCOUNT BALANCE S \$

(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

Fund's tax file number (TFN)

MEMBER 2

Title:

Family name

First given name

Other given names

Member's TFN
See the Privacy note in the Declaration.

Date of birth (Day Month Year)

Contributions

OPENING ACCOUNT BALANCE \$

! Refer to instructions for completing these labels.

Employer contributions **A** \$

ABN of principal employer **A1**

Personal contributions **B** \$

CGT small business retirement exemption **C** \$

CGT small business 15-year exemption amount **D** \$

Personal injury election **E** \$

Spouse and child contributions **F** \$

Other third party contributions **G** \$

Proceeds from primary residence disposal **H** \$

Receipt date **H1** (Day Month Year)

Assessable foreign superannuation fund amount **I** \$

Non-assessable foreign superannuation fund amount **J** \$

Transfer from reserve: assessable amount **K** \$

Transfer from reserve: non-assessable amount **L** \$

Contributions from non-complying funds and previously non-complying funds **T** \$

Any other contributions (including Super Co-contributions and Low Income Super Amounts) **M** \$

TOTAL CONTRIBUTIONS N \$
(Sum of labels **A** to **M**)

Other transactions

Allocated earnings or losses **O** \$ Loss

Accumulation phase account balance **S1** \$

Retirement phase account balance - Non CDBIS **S2** \$

Retirement phase account balance - CDBIS **S3** \$

TRIS Count

Inward rollovers and transfers **P** \$

Outward rollovers and transfers **Q** \$

Lump Sum payments **R1** \$

Income stream payments **R2** \$

Code

Code

CLOSING ACCOUNT BALANCE S \$
(**S1** plus **S2** plus **S3**)

Accumulation phase value **X1** \$

Retirement phase value **X2** \$

Outstanding limited recourse borrowing arrangement amount **Y** \$

Fund's tax file number (TFN) *****

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A** \$ -00

Unlisted trusts **B** \$ -00

Insurance policy **C** \$ -00

Other managed investments **D** \$ -00

15b Australian direct investments

Limited recourse borrowing arrangements

Australian residential real property

J1 \$ -00

Australian non-residential real property

J2 \$ -00

Overseas real property

J3 \$ -00

Australian shares

J4 \$ -00

Overseas shares

J5 \$ -00

Other

J6 \$ -00

Property count

J7

Cash and term deposits **E** \$ -00

Debt securities **F** \$ -00

Loans **G** \$ -00

Listed shares **H** \$ -00

Unlisted shares **I** \$ -00

Limited recourse borrowing arrangements **J** \$ -00

Non-residential real property **K** \$ -00

Residential real property **L** \$ -00

Collectables and personal use assets **M** \$ -00

Other assets **O** \$ -00

15c Other investments

Crypto-Currency **N** \$ -00

15d Overseas direct investments

Overseas shares **P** \$ -00

Overseas non-residential real property **Q** \$ -00

Overseas residential real property **R** \$ -00

Overseas managed investments **S** \$ -00

Other overseas assets **T** \$ -00

TOTAL AUSTRALIAN AND OVERSEAS ASSETS U \$ -00
(Sum of labels **A** to **T**)

15e In-house assets

Did the fund have a loan to, lease to or investment in, related parties (known as in-house assets) at the end of the income year?

A No Yes

\$ -00

Fund's tax file number (TFN)

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** No Yes

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** No Yes

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1 \$ <input type="text" value=""/>	-00		
Permissible temporary borrowings	V2 \$ <input type="text" value=""/>	-00		
Other borrowings	V3 \$ <input type="text" value=""/>	-00	Borrowings	V \$ <input type="text" value="0"/>
				-00
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)			W \$	<input type="text" value="254865"/>
				-00
Reserve accounts	X \$	<input type="text" value="0"/>		-00
Other liabilities	Y \$	<input type="text" value="4658"/>		-00
TOTAL LIABILITIES			Z \$	<input type="text" value="259523"/>
				-00

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains **H** \$

Total TOFA losses **I** \$

Section J: Other information

Family trust election status

If the trust or fund has made, or is making, a family trust election, write the four-digit **income year specified** of the election (for example, for the 2020–21 income year, write **2021**). **A**

If revoking or varying a family trust election, print **R** for revoke or print **V** for variation, and complete and attach the *Family trust election, revocation or variation 2021*. **B**

Interposed entity election status

If the trust or fund has an existing election, write the earliest income year specified. If the trust or fund is making one or more elections this year, write the earliest income year being specified and complete an *Interposed entity election or revocation 2021* for each election. **C**

If revoking an interposed entity election, print **R**, and complete and attach the *Interposed entity election or revocation 2021*. **D**

Section K: **Declarations**

 Penalties may be imposed for false or misleading information in addition to penalties relating to any tax shortfalls.

Important

Before making this declaration check to ensure that all income has been disclosed and the annual return, all attached schedules and any additional documents are true and correct in every detail. If you leave labels blank, you will have specified a zero amount or the label was not applicable to you. If you are in doubt about any aspect of the annual return, place all the facts before the ATO.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request the provision of tax file numbers (TFNs). We will use the TFN to identify the entity in our records. It is not an offence not to provide the TFN. However if you do not provide the TFN, the processing of this form may be delayed.

Taxation law authorises the ATO to collect information and disclose it to other government agencies. For information about your privacy go to ato.gov.au/privacy

TRUSTEE'S OR DIRECTOR'S DECLARATION:

I declare that, the current trustees and directors have authorised this annual return and it is documented as such in the SMSF's records. I have received a copy of the audit report and are aware of any matters raised therein. The information on this annual return, including any attached schedules and additional documentation is true and correct.

Authorised trustee's, director's or public officer's signature

Date Day / Month / Year

Preferred trustee or director contact details:

Title:

Family name

First given name

Other given names

Phone number

Email address

Non-individual trustee name (if applicable)

ABN of non-individual trustee

Time taken to prepare and complete this annual return Hrs

 The Commissioner of Taxation, as Registrar of the Australian Business Register, may use the ABN and business details which you provide on this annual return to maintain the integrity of the register. For further information, refer to the instructions.

TAX AGENT'S DECLARATION:

I declare that the *Self-managed superannuation fund annual return 2021* has been prepared in accordance with information provided by the trustees, that the trustees have given me a declaration stating that the information provided to me is true and correct, and that the trustees have authorised me to lodge this annual return.

Tax agent's signature

Date Day / Month / Year

Tax agent's contact details

Title:

Family name

First given name

Other given names

Tax agent's practice

Tax agent's phone number

Reference number

Tax agent number

Farrington Family Superannuation Fund
Investment Income Comparison Report
 For the period 1 July 2020 to 30 June 2021

Payment Date	Income Type	Ledger Data			Announcement Data					
		Total Income	Tax Credits+	Diff *	Quantity	Held < 45 Days	Amount Per Unit	Total Income	Tax Credits+	
Loans										
COTTES: Cottesloe Apartments (WA) Pty Ltd										
30/06/2021	Interest	5,879.45	0.00	*						
		<u>5,879.45</u>	<u>0.00</u>							
DPA: DPA WA Pty Ltd										
30/06/2021	Interest	182.04	0.00	*						
		<u>182.04</u>	<u>0.00</u>							
Total		6,061.49	0.00							

+Note: Tax Credits refer to franking credits for domestic income and foreign tax credits where the income is foreign in nature.

Farrington Family Superannuation Fund

Tax Accounting Reconciliation

For the period 1 July 2020 to 30 June 2021

Operating Statement Profit vs. Provision for Income Tax	2021 \$
Benefits Accrued as a Result of Operations before Income Tax	79,894.27
LESS:	
Rollovers In	58,981.55
Rounding	1.72
Taxable Income or Loss	20,911.00

	Income Amount	Tax Amount
Gross Tax @ 15% for Concessional Income	20,911.00	3,136.65
Gross Tax @ 45% for Net Non-Arm's Length Income	0.00	0.00
No-TFN Quoted Contributions @ 32%	0.00	0.00
Change in Carried Forward Losses	0.00	0.00
Provision for Income Tax		3,136.65

Provision for Income Tax vs. Income Tax Expense

Provision for Income Tax	3,136.65
Income Tax Expense	3,136.65

Provision for Income Tax vs. Income Tax Payable

Provision for Income Tax	3,136.65
LESS:	
Income Tax Instalments Paid	1,829.00
Income Tax Payable (Receivable)	1,307.65

Exempt Current Pension Income Settings

Pension Exempt % (Actuarial)	0.0000%
Pension Exempt % (Expenses)	0.0000%
Assets Segregated For Pensions	No

Farrington Family Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
			Section B	
Income				
Net Capital Gain				
Deferred Capital Gain Realised		30 Jun 2021	A	0.00
Less Capital Losses Applied		30 Jun 2021	A	0.00
Less Discount		30 Jun 2021	A	0.00
Total Net Capital Gain			A	0.00
Gross Rent and Other Leasing & Hiring Income				
Rental Income/Disbursements Received	MINISTORAGE: 5 Selby Place, Webberton, WA	04 Feb 2021	B	168.75
Rental Income/Disbursements Received	MINISTORAGE: 5 Selby Place, Webberton, WA	07 Apr 2021	B	414.77
Rental Income/Disbursements Received	MINISTORAGE: 5 Selby Place, Webberton, WA	01 Jun 2021	B	369.24
<i>Less Rounding</i>			B	(0.76)
Total Gross Rent and Other Leasing & Hiring Income			B	952.00
Gross Interest				
Accrued Interest FY21	COTTES: Cottesloe Apartments (WA) Pty Ltd	30 Jun 2021	C	5,879.45
Interest Accrued in 2021	DPA: DPA WA Pty Ltd	30 Jun 2021	C	182.04
<i>Less Rounding</i>			C	(0.49)
Total Gross Interest			C	6,061.00
Total Forestry Managed Investment Scheme Income			X	0.00
Total Net Foreign Income			D	0.00
Total Australian Franking Credits from a New Zealand Company			E	0.00
Total Transfers from Foreign Funds			F	0.00
Total Gross Payments where ABN not quoted			H	0.00
Total Gross Distribution from Partnerships			I	0.00
Total Unfranked Dividend Amount			J	0.00
Total Franked Dividend Amount			K	0.00
Total Dividend Franking Credit			L	0.00
Total Gross Trust Distributions			M	0.00
Assessable Employer Contributions				
NAB Super Pay 46008700981000CZJL	1: Daniel Farrington	01 Jul 2020	R1	762.79
NAB Super Pay 46008700981000D2RI	1: Daniel Farrington	29 Jul 2020	R1	399.35
NAB Super Pay 46008700981000D3YR	1: Daniel Farrington	06 Aug 2020	R1	399.35
NAB Super Pay 46008700981000D4IV	1: Daniel Farrington	12 Aug 2020	R1	399.35
SuperChoice P/L PC200820-190597555	1: Daniel Farrington	21 Aug 2020	R1	399.35
SuperChoice P/L PC030920-189596331	1: Daniel Farrington	04 Sep 2020	R1	399.35
SuperChoice P/L PC170920-109729687	1: Daniel Farrington	18 Sep 2020	R1	1,897.15
SuperChoice P/L PC011020-109467858	1: Daniel Farrington	05 Oct 2020	R1	402.55
SuperChoice P/L PC161020-106151820	1: Daniel Farrington	21 Oct 2020	R1	402.55
SuperChoice P/L PC291020-135780313	1: Daniel Farrington	30 Oct 2020	R1	402.55

Farrington Family Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return	
			Ref.	Amount
SuperChoice P/L PC111120-162742028	1: Daniel Farrington	13 Nov 2020	R1	402.55
SuperChoice P/L PC261120-163340224	1: Daniel Farrington	30 Nov 2020	R1	402.55
SuperChoice P/L PC101220-178444767	1: Daniel Farrington	11 Dec 2020	R1	402.55
SuperChoice P/L PC241220-179994665	1: Daniel Farrington	29 Dec 2020	R1	795.03
SuperChoice P/L PC070121-184454558	1: Daniel Farrington	08 Jan 2021	R1	402.55
SuperChoice P/L PC210121-109742884	1: Daniel Farrington	22 Jan 2021	R1	402.55
SuperChoice P/L PC050221-109067208	1: Daniel Farrington	05 Feb 2021	R1	402.55
SuperChoice P/L PC180221-101519120	1: Daniel Farrington	19 Feb 2021	R1	402.55
SuperChoice P/L PC040321-127352445	1: Daniel Farrington	05 Mar 2021	R1	402.55
SuperChoice P/L PC190321-191154663	1: Daniel Farrington	22 Mar 2021	R1	756.80
SuperChoice P/L PC010421-192772552	1: Daniel Farrington	06 Apr 2021	R1	402.55
SuperChoice P/L PC160421-180432424	1: Daniel Farrington	19 Apr 2021	R1	402.55
SuperChoice P/L PC290421-172997658	1: Daniel Farrington	30 Apr 2021	R1	402.55
SuperChoice P/L PC140521-134618820	1: Daniel Farrington	17 May 2021	R1	402.55
SuperChoice P/L PC270521-170577764	1: Daniel Farrington	28 May 2021	R1	402.55
SuperChoice P/L PC100621-110297377	1: Daniel Farrington	15 Jun 2021	R1	402.55
SuperChoice P/L PC240621-115145777	1: Daniel Farrington	25 Jun 2021	R1	768.85
SuperChoice P/L PC101220-178437562	2: Renee Farrington	11 Dec 2020	R1	213.75
SuperChoice P/L PC060121-184274759	2: Renee Farrington	07 Jan 2021	R1	213.75
SuperChoice P/L PC060121-184281982	2: Renee Farrington	07 Jan 2021	R1	213.75
SuperChoice P/L PC050221-109128670	2: Renee Farrington	08 Feb 2021	R1	213.75
SuperChoice P/L PC050221-109129002	2: Renee Farrington	08 Feb 2021	R1	210.10
SuperChoice P/L PC150221-100803644	2: Renee Farrington	16 Feb 2021	R1	210.10
SuperChoice P/L PC220221-183706495	2: Renee Farrington	26 Feb 2021	R1	338.47
SuperChoice P/L PC040321-127302992	2: Renee Farrington	05 Mar 2021	R1	210.10
SuperChoice P/L PC170321-190914513	2: Renee Farrington	22 Mar 2021	R1	210.10
SuperChoice P/L PC130421-173377260	2: Renee Farrington	15 Apr 2021	R1	210.10
SuperChoice P/L PC130421-173379542	2: Renee Farrington	15 Apr 2021	R1	211.78
SuperChoice P/L PC280421-190111106	2: Renee Farrington	30 Apr 2021	R1	218.50
SuperChoice P/L PC130521-188785496	2: Renee Farrington	17 May 2021	R1	218.50
SuperChoice P/L PC220621-114692822	2: Renee Farrington	23 Jun 2021	R1	218.50
SuperChoice P/L PC280621-178884807	2: Renee Farrington	29 Jun 2021	R1	218.50
SuperChoice P/L PC280621-178889042	2: Renee Farrington	29 Jun 2021	R1	218.50
<i>Less Rounding</i>			R1	(0.97)
Total Assessable Employer Contributions			R1	17,368.00
Total Assessable Personal Contributions			R2	0.00
Total No-TFN quoted contributions			R3	0.00
Total Transfer of Liability to life insurance company or PST			R6	0.00
Total Assessable Contributions			R	17,368.00
Total Other Income			S	0.00
Total Assessable Income Due to Changed Tax Status of Fund			T	0.00
Total Net Non-arm's Length Income			U	0.00
Total Exempt Current Pension Income			Y	0.00
Total Assessable Income				24,381.00

Farrington Family Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
<u>Deductions</u>				Section C
Total Interest Expenses within Australia			A	0.00
Total Interest Expenses Overseas			B	0.00
Total Capital Works Deductions			D	0.00
Total Deduction for Decline in Value of Depreciating Assets			E	0.00
Total Death or Disability Premiums			F	0.00
Total Death Benefit Increase			G	0.00
Total Approved Auditor Fee			H	0.00
Total Investment Expenses			I	0.00
Management and Administration Expenses				
ASIC Fees		13 Aug 2020	J	280.50
Lawyers Fees		26 Aug 2020	J	385.00
Tax Store Willeton		16 Nov 2020	J	385.00
Tax Lodgment		28 May 2021	J	2,420.00
<i>Less Rounding</i>			J	(0.50)
Total Management and Administration Expenses			J	3,470.00
Total Forestry Managed Investment Scheme Deduction			U	0.00
Total Other Deductions			L	0.00
Tax Losses Deducted				
Tax Losses Brought Forward		30 Jun 2021	M	0.00
Less Net Exempt Income		30 Jun 2021	M	0.00
Total Tax Losses Deducted			M	0.00
Total Deductions				3,470.00
Taxable Income or Loss			(V - N) O	20,911.00

Income Tax Calculation Statement

Section D

Gross Tax

Gross Tax @ 15% for Concessional Income		30 Jun 2021	T1	3,136.65
Gross Tax @ 45% for Net Non-Arm's Length Income		30 Jun 2021	T1	0.00
No-TFN Quoted Contributions @ 32%		30 Jun 2021	J	0.00
Total Gross Tax				3,136.65
Total Credit: Foreign Tax Income Offset			C1	0.00
Total Credit: Rebates and Tax Offset			C2	0.00
Rebates and Offsets			C	0.00
SUBTOTAL				3,136.65
Total Credit: Refundable Franking Credits			E1	0.00
Total Credit: No-TFN Tax Offset			E2	0.00

Farrington Family Superannuation Fund
Statement of Taxable Income
For the Period from 1 July 2020 to 30 June 2021

Description	Investment Reference	Date	Tax Return Ref.	Amount
Total Credit: Refundable National Rental Affordability Scheme Tax Offset			E3	0.00
Total Credit: Interest on Early Payments			H1	0.00
Total Credit: Foreign Resident Withholding			H2	0.00
Total Credit: ABN/TFN Not Quoted (Non-Individual)			H3	0.00
Total Credit: Interest on No-TFN Tax Offset			H6	0.00
Total Eligible Credits				0.00
Net Tax Payable				3,136.65
PAYG Instalments Raised				
Sep20 PAYGI		30 Sep 2020	K	277.00
Dec20 PAYGI		31 Dec 2020	K	277.00
Mar21 PAYGI		31 Mar 2021	K	277.00
Jun21 PAYGI		30 Jun 2021	K	998.00
Total PAYG Instalments Raised			K	1,829.00
Total Supervisory Levy			L	259.00
Total Supervisory Levy Adjustment for Wound Up Funds			M	0.00
Total Supervisory Levy Adjustment for New Funds			N	0.00
Total Amount Due / (Refundable)				1,566.65



Farrington Family Superannuation Fund

Members Summary Report - For the period 1/07/2020 to 30/06/2021

Member's Detail	Opening Balance	Increases				Decreases					Closing Balance
		Contrib	Tran In	Profit	Ins Proc	Tax	Exp	Ins Prem	Tran Out	Ben Paid	
Mr Daniel Farrington											
55 Mosedale Loop Waikiki WA 6169											
Accumulation Accumulation	178,108.11	13,820.72	0.00	2,925.75	0.00	(2,511.76)	0.00	0.00	0.00	0.00	192,342.82
	178,108.11	13,820.72	0.00	2,925.75	0.00	(2,511.76)	0.00	0.00	0.00	0.00	192,342.82
Mrs Renee Farrington											
55 Mosedale Loop Waikiki WA 6169											
Accumulation Accumulation	0.00	3,548.25	58,981.55	618.00	0.00	(624.89)	0.00	0.00	0.00	0.00	62,522.91
	0.00	3,548.25	58,981.55	618.00	0.00	(624.89)	0.00	0.00	0.00	0.00	62,522.91
	178,108.11	17,368.97	58,981.55	3,543.75	0.00	(3,136.65)	0.00	0.00	0.00	0.00	254,865.73

Farrington Family Superannuation Fund
Investment Summary as at 30 June 2021

Investment	Units	Average Cost Price	Market Price	Accounting Cost	Market Value	Unrealised Accounting Gain/(Loss)	Accounting Gain/(Loss) (%)	Portfolio Weight (%)
<u>Bank</u>								
BWA Bus Zero Trans Acct 0331				17,015.49	17,015.49			6.56%
				17,015.49	17,015.49			6.56%
<u>Property Direct Market</u>								
5 Selby Place, Webberton, WA	1.00000	105,000.0000	105,000.0000	105,000.00	105,000.00	0.00	0.00%	40.46%
				105,000.00	105,000.00	0.00	0.00%	40.46%
<u>Unlisted Market</u>								
Cottesloe Apartments (WA) Pty Ltd		0.0000	0.0000	64,673.97	64,673.97	0.00	0.00%	24.92%
DPA WA Pty Ltd		0.0000	0.0000	72,834.82	72,834.82	0.00	0.00%	28.06%
				137,508.79	137,508.79	0.00	0.00%	52.98%
				259,524.28	259,524.28	0.00	0.00%	100.00%

The accounting cost is the original cost base adjusted by any subsequent capital call/improvement or capital return transactions. In many cases, it is not the same as the adjusted or reduced cost base, or the reset cost base resulting from the CGT relief. To view the tax cost base and unrealised gain/(loss) for tax purposes refer to the Unrealised Capital Gains Report or change the report parameter to tax cost base.

Farrington Family Superannuation Fund
Investment Income Summary
For the period 1 July 2020 to 30 June 2021

Total Income	Add			Less					Taxable Income (excluding Capital Gains)	Indexed Capital Gains *	Discounted Capital Gains *	Other Capital Gains *	CGT Concession Amount *
	Franking Credits	Foreign Credits	TFN Credits	Tax Free	Tax Exempt	Tax Deferred	Distributed Capital Gains	GST					
<u>Property Direct Market</u>													
5 Selby Place, Webberton, WA													
952.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	952.76	0.00	0.00	0.00	0.00
952.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	952.76	0.00	0.00	0.00	0.00
<u>Unlisted Market</u>													
Cottesloe Apartments (WA) Pty Ltd													
5,879.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,879.45	0.00	0.00	0.00	0.00
DPA WA Pty Ltd													
182.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	182.04	0.00	0.00	0.00	0.00
6,061.49	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,061.49	0.00	0.00	0.00	0.00
7,014.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,014.25	0.00	0.00	0.00	0.00

* Distributed capital gains components correspond to the cash amount received. You should refer to Realised Capital Gains or Distribution Reconciliation Reports for tax and capital gain reporting purpose.

Farrington Family Superannuation Fund
(ABN: 68 378 313 368)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 55 Mosedale Loop Waikiki, WA 6169
Member	Number: 1
Mr Daniel David Farrington	Date of Birth: 6 June 1978 Date Joined Fund: 20 July 2018 Eligible Service Date: 20 July 2018 Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts

Withdrawal Benefit as at 1 Jul 2020	
Accumulation	178,108.11
Total as at 1 Jul 2020	178,108.11

Withdrawal Benefit as at 30 Jun 2021	
Accumulation	192,342.82
Total as at 30 Jun 2021	192,342.82

Your Tax Components

Tax Free	-
Taxable - Taxed	192,342.82
Taxable - Untaxed	-

Your Preservation Components

Preserved	192,342.82
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169

Farrington Family Superannuation Fund
(ABN: 68 378 313 368)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 55 Mosedale Loop Waikiki, WA 6169
Member Number: 1	Date of Birth: 6 June 1978
Mr Daniel David Farrington	Date Joined Fund: 20 July 2018
Accumulation Account	Eligible Service Date: 20 July 2018
Accumulation	Tax File Number Held: Yes
	Account Start Date: 20 July 2018

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	178,108.11
<i><u>Increases to your account:</u></i>	
Employer Contributions	13,820.72
Share Of Net Fund Income	2,925.75
<u>Total Increases</u>	16,746.47
<i><u>Decreases to your account:</u></i>	
Contributions Tax	2,073.11
Tax on Net Fund Income	438.65
<u>Total Decreases</u>	2,511.76
Withdrawal Benefit as at 30 Jun 2021	192,342.82

Your Tax Components	
Tax Free	0.0000 % -
Taxable - Taxed	192,342.82
Taxable - Untaxed	-
Your Preservation Components	
Preserved	192,342.82
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

For Enquiries:
mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169



Trustee

The Trustee of the Fund is as follows:

DAN FARRO HOLDINGS PTY LTD

The directors of the Trustee company are:

Renee Farrington and
Daniel Farrington

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Renee Farrington
Director - DAN FARRO HOLDINGS PTY LTD

.....
Daniel Farrington
Director - DAN FARRO HOLDINGS PTY LTD

Statement Date: 30 June 2021

For Enquiries:
mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169

Farrington Family Superannuation Fund
(ABN: 68 378 313 368)

Consolidated Member Benefit Totals

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 55 Mosedale Loop Waikiki, WA 6169
Member	Number: 2
Mrs Renee Farrington	Date of Birth: 18 July 1980 Date Joined Fund: 20 July 2018 Eligible Service Date: 20 July 2018 Tax File Number Held: Yes

*Note: this report provides a consolidated view of the Member's interests in the SMSF
Refer to the Member Benefit Statements produced for each member account for further details*

Your Accounts	
Withdrawal Benefit as at 1 Jul 2020	
Accumulation	-
Total as at 1 Jul 2020	<u>-</u>
Withdrawal Benefit as at 30 Jun 2021	
Accumulation	62,522.91
Total as at 30 Jun 2021	<u><u>62,522.91</u></u>

Your Tax Components	
Tax Free	-
Taxable - Taxed	62,522.91
Taxable - Untaxed	-

Your Preservation Components	
Preserved	62,522.91
Restricted Non Preserved	-
Unrestricted Non Preserved	-

Your Insurance Benefits

No insurance details have been recorded

Your Beneficiaries

No beneficiary details have been recorded

For Enquiries:
mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169

Farrington Family Superannuation Fund
 (ABN: 68 378 313 368)

Member Benefit Statement

Period	Member Account Details
1 July 2020 - 30 June 2021	Residential Address: 55 Mosedale Loop Waikiki, WA 6169
Member Number: 2	Date of Birth: 18 July 1980
Mrs Renee Farrington	Date Joined Fund: 20 July 2018
Accumulation Account	Eligible Service Date: 20 July 2018
Accumulation	Tax File Number Held: Yes
	Account Start Date: 20 July 2018

Your Account Summary	
Withdrawal Benefit as at 1 Jul 2020	-
<u>Increases to your account:</u>	
Employer Contributions	3,548.25
Rollovers In	58,981.55
Share Of Net Fund Income	618.00
<u>Total Increases</u>	<u>63,147.80</u>
<u>Decreases to your account:</u>	
Contributions Tax	532.24
Tax on Net Fund Income	92.65
<u>Total Decreases</u>	<u>624.89</u>
Withdrawal Benefit as at 30 Jun 2021	<u><u>62,522.91</u></u>

Your Tax Components	
Tax Free	0.0000 %
Taxable - Taxed	62,522.91
Taxable - Untaxed	-
Your Preservation Components	
Preserved	62,522.91
Restricted Non Preserved	-
Unrestricted Non Preserved	-
Your Insurance Benefits	
No insurance details have been recorded	
Your Beneficiaries	
No beneficiary details have been recorded	

For Enquiries:
 mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169



Trustee

The Trustee of the Fund is as follows:

DAN FARRO HOLDINGS PTY LTD

The directors of the Trustee company are:

Renee Farrington and
Daniel Farrington

Availability of Other Fund Information

Additional information regarding your membership is available on request. What your Fund can do is governed by the provisions of its Trust Deed, which is available for inspection. If you require further information or clarification of any aspect of your membership of the Fund, please contact your Fund's Administrator or Trustee.

Trustee Disclaimer

This statement has been prepared by the Trustee for the member whose name appears at the top of this statement. While every effort has been made by the Trustee to ensure the accuracy and completeness of this statement, the Trustee does not accept any liability for any errors, omissions or misprints.

Signed on behalf of the Trustee of the Fund

.....
Renee Farrington
Director - DAN FARRO HOLDINGS PTY LTD

.....
Daniel Farrington
Director - DAN FARRO HOLDINGS PTY LTD

Statement Date: 30 June 2021

For Enquiries:
mail Farrington Family Superannuation Fund, 55 Mosedale Loop, Waikiki WA 6169

Farrington Family Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mr Daniel Farrington

Date of Birth: 06 Jun 1978
Age: 43 (at 30/06/2021)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions

The 'Bring Forward Rule' was NOT triggered in the previous 2 years
 3-year cap in effect from previous years

Total non-concessional contributions in previous 2 years

Non-Concessional

N/A

N/A

Current Year Contributions	Note	Concessional	Non-Concessional
Caps	1,2	25,000.00	100,000.00
Cumulative Available Unused Cap	3	50,000.00	0.00
Contributions made (to this fund)	4	13,820.72	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		13,820.72	0.00
Amount above caps	5	0.00	0.00
Available		61,179.28	100,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	13,820.72
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	13,820.72
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Farrington Family Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mr Daniel Farrington

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
01/07/2020	Employer Mandated	762.79			manual
29/07/2020	Employer Mandated	399.35			manual
06/08/2020	Employer Mandated	399.35			manual
12/08/2020	Employer Mandated	399.35			manual
21/08/2020	Employer Mandated	399.35			manual
04/09/2020	Employer Mandated	399.35			manual
18/09/2020	Employer Mandated	1,897.15			manual
05/10/2020	Employer Mandated	402.55			manual
21/10/2020	Employer Mandated	402.55			manual
30/10/2020	Employer Mandated	402.55			manual
13/11/2020	Employer Mandated	402.55			manual
30/11/2020	Employer Mandated	402.55			manual
11/12/2020	Employer Mandated	402.55			manual
29/12/2020	Employer Mandated	795.03			manual
08/01/2021	Employer Mandated	402.55			manual
22/01/2021	Employer Mandated	402.55			manual
05/02/2021	Employer Mandated	402.55			manual
19/02/2021	Employer Mandated	402.55			manual
05/03/2021	Employer Mandated	402.55			manual
22/03/2021	Employer Mandated	756.80			manual
06/04/2021	Employer Mandated	402.55			manual
19/04/2021	Employer Mandated	402.55			manual
30/04/2021	Employer Mandated	402.55			manual
17/05/2021	Employer Mandated	402.55			manual
28/05/2021	Employer Mandated	402.55			manual
15/06/2021	Employer Mandated	402.55			manual
25/06/2021	Employer Mandated	768.85			manual
Totals:		13,820.72			

Farrington Family Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mrs Renee Farrington

Date of Birth: 18 Jul 1980
Age: 40 (at 30/06/2021)
Status: Member may be eligible for the bring forward rule, certain conditions apply

Contributions Summary

Prior Year Contributions		Non-Concessional	
The 'Bring Forward Rule' was NOT triggered in the previous 2 years			
3-year cap in effect from previous years			N/A
Total non-concessional contributions in previous 2 years			N/A
Current Year Contributions		Concessional	Non-Concessional
Caps	1,2	25,000.00	100,000.00
Cumulative Available Unused Cap	3	50,000.00	0.00
Contributions made (to this fund)	4	3,548.25	0.00
Contributions made (to other funds)		0.00	0.00
Contributions as allocated		3,548.25	0.00
Amount above caps	5	0.00	0.00
Available		71,451.75	100,000.00

Notes

- 1 . 'Bring Forward Rule' MAY be triggered this year
- 2 . Non-concessional cap shown applies to current year only
- 3 . Member may be eligible to make catch-up concessional contributions
- 4 . Excludes any unmatched deposits
- 5 . Any excess concessional contributions are treated as non-concessional

Contributions Breakdown

<u>Income Type</u>	<u>Contribution Type</u>	<u>Amount</u>
Concessional	Employer	3,548.25
	Personal	0.00
	Family and friends	0.00
	Foreign superannuation fund	0.00
	Transfers from reserve	0.00
	Contributions as allocated	3,548.25
NonConcessional	Personal	0.00
	Spouse	0.00
	Child	0.00
	Transfers from reserve	0.00
	Foreign superannuation fund	0.00
	Contributions as allocated	0.00
Other	CGT small business 15-year exemption	0.00
	CGT small business retirement exemption	0.00
	Government Co-Contributions	0.00
	Directed termination payment (taxed)	0.00
	Directed termination payment (untaxed)	0.00
	Personal injury election	0.00
	Downsizer Contribution	0.00
	COVID-19 Re-Contribution	0.00
	Total Other contributions	0.00

Transactions

Date	Contribution Type	Concessional	Non-Concessional	Other	Source
11/12/2020	Employer Mandated	213.75			manual
07/01/2021	Employer Mandated	213.75			manual
07/01/2021	Employer Mandated	213.75			manual
08/02/2021	Employer Mandated	213.75			manual

Farrington Family Superannuation Fund
Contribution Caps
For the Period From 1 July 2020 to 30 June 2021

Mrs Renee Farrington

08/02/2021	Employer Mandated	210.10	manual
16/02/2021	Employer Mandated	210.10	manual
26/02/2021	Employer Mandated	338.47	manual
05/03/2021	Employer Mandated	210.10	manual
22/03/2021	Employer Mandated	210.10	manual
15/04/2021	Employer Mandated	210.10	manual
15/04/2021	Employer Mandated	211.78	manual
30/04/2021	Employer Mandated	218.50	manual
17/05/2021	Employer Mandated	218.50	manual
23/06/2021	Employer Mandated	218.50	manual
29/06/2021	Employer Mandated	218.50	manual
29/06/2021	Employer Mandated	218.50	manual
Totals:		3,548.25	

Farrington Family Superannuation Fund
Investment Movement Summary
For the period 1 July 2020 to 30 June 2021

Investment	Opening Balance		Acquisitions		Disposals			Closing Balance		
	Qty	Cost	Qty	Cost	Qty	Proceeds	Profit/(Loss)	Qty	Cost	Market Value
<u>Bank</u>										
BWA Bus Zero Trans Acct 0331		50,212.10		77,470.15		110,666.76	0.00		17,015.49	17,015.49
		<u>50,212.10</u>		<u>77,470.15</u>		<u>110,666.76</u>	<u>0.00</u>		<u>17,015.49</u>	<u>17,015.49</u>
<u>Property Direct Market</u>										
5 Selby Place, Webberton, WA	0.00	0.00	1.00	105,000.00	0.00	0.00	0.00	1.00	105,000.00	105,000.00
		<u>0.00</u>		<u>105,000.00</u>		<u>0.00</u>	<u>0.00</u>		<u>105,000.00</u>	<u>105,000.00</u>
<u>Unlisted Market</u>										
Cottesloe Apartments (WA) Pty Ltd		58,794.52		5,879.45		0.00	0.00		64,673.97	64,673.97
DPA WA Pty Ltd		72,819.65		182.04		166.87	0.00		72,834.82	72,834.82
		<u>131,614.17</u>		<u>6,061.49</u>		<u>166.87</u>	<u>0.00</u>		<u>137,508.79</u>	<u>137,508.79</u>
Fund Total		<u>181,826.27</u>		<u>188,531.64</u>		<u>110,833.63</u>	<u>0.00</u>		<u>259,524.28</u>	<u>259,524.28</u>

Your final super statement

For the period 1 July 2020 to 9 November 2020

Member name:	Mrs Renee Elizabeth Milton	Date joined fund:	10 March 2005
Member number:	110006851	Date of birth:	Provided
		Tax file number:	Provided
		Email:	renee79122@hotmail.com

Your benefit summary as at 9 November 2020

Withdrawal benefit		
<i>Opening balance</i>		\$23,776.38
<i>Closing balance prior to payment</i>		\$25,150.07
Preserved benefit		\$25,150.07
Non-preserved benefit		
<i>Restricted</i>		\$0.00
<i>Unrestricted</i>		\$0.00
Closing account balance as at 9 November 2020		\$0.00

Want more information? See *About your statement* included with this Statement for an explanation of the benefits reported above.

Your account summary as at 9 November 2020

The amounts reported below are the totals for the different transactions reported. More details on these transactions can be found on the following pages. Any contributions received from an employer after 9 November 2020 will open a new AustralianSuper account.

Description	Totals
Opening account balance at 1 July 2020	\$23,776.38
Plus Earnings from your investments	\$1,416.44
Less Fees*	-\$42.75
Final payout figure	-\$25,150.07
Closing account balance as at 9 November 2020	\$0.00

*This figure does not include all fees and costs, see *Your fee summary* for more details.

Your transaction details

Details of transactions are provided below. Any contributions received from an employer after 9 November 2020 will open a new AustralianSuper account.

Transaction date	Description [^]	Amount (\$)				Total
		Employer	Employer additional	Salary sacrifice	Member	
01/07/2020	Opening account balance					\$23,776.38
31/07/2020	Administration fee					-\$11.25
28/08/2020	Administration fee					-\$9.00
25/09/2020	Administration fee					-\$9.00

Continued on next page...

Your transaction details continued...

Transaction date	Description [^]	Amount (\$)				
		Employer	Employer additional	Salary sacrifice	Member	Total
30/10/2020	Administration fee					-\$11.25
09/11/2020	Final withdrawal to The Trustee for Farrington Family Superannuation -\$25,150.07					-\$25,150.07
09/11/2020	Administration fee					-\$2.25
09/11/2020	Investment earnings					\$1,416.44
09/11/2020	Closing account balance					\$0.00

[^]The Administration fee shown in *Your transaction details* does not include the component of the administration fee that is deducted from investment returns. See *Your fee summary* for details on all fees and costs.

Your insurance cover

As at 9 November 2020 you had this insurance cover – which has now ended	Insured benefit
If you die	\$0.00
If you're totally and permanently disabled	\$0.00

If you had been off work and entitled to income protection payments, you'd have received \$0.00 per month. This cover was calculated using your recorded age as at 9 November 2020.

Want more information? See *About your statement* included on the following pages.

Your investment performance

Below is your investment performance for the period from 1 July 2020 to 9 November 2020.

Investment option	Opening balance	Performance	Your returns	Closing balance
Balanced (AustralianSuper My Super)	\$23,776.38	6.3150%	\$1,416.44	\$25,150.07

Net Investment Returns – The declared Net Investment Returns are calculated on the daily balance of your account and are compounded daily. For more information on the Net Investment Returns and the allocation of net fund earnings/losses to your account, you can visit our website at australiansuper.com or call **1300 300 273**.

If required, a copy of the latest product dashboard for our MySuper option can be found at australiansuper.com/mysuperdashboard.

Want more information? See *About your statement* on the following pages.

Your fee summary

Other fees of your investment: -\$46.16 – This approximate amount or amounts has been deducted from your investment and covers fees that are not reflected as transactions on this statement. Note: Other fees may be reported by type of fees charged.

This includes:

- **Administration fees deducted from returns -\$3.18** – This approximate amount includes the component of the administration fee that has been deducted from your investment returns before returns are added to your account. This component is applied as a percentage of the money you have in your super account and is shown here as an approximate dollar value.

- **Investment fees -\$42.98** – The Investment fee represents the cost to us of managing your money and was deducted from before-tax investment returns before the returns were applied to your account. These costs include external investment management fees, performance related fees, and transactional and operational costs. The fee is expressed as a percentage of the money you have invested in each investment option. It is shown here as an approximate dollar amount to help you understand the effect investment fees can have on your super balance.

Total fees you paid: -\$88.91 – This approximate amount includes all fees and costs which affected your investment during the period. It includes the Investment fee plus the administration fee but doesn't include insurance premiums and any adviser service fees paid.

The total fees you paid do not include the property operating costs that you incurred during the period.

For more information about fees and costs, including amounts paid directly from your account and amounts deducted from your investment returns, go to australiansuper.com/pds

The closing balance shown on this statement is calculated as at 9 November 2020.

Want more information? See *About your statement* on the following pages.

Your final super statement

For the period 1 July 2020 to 4 November 2020

Member name:	Mrs Renee Milton	Date joined fund:	17 October 2011
Member number:	702343303	Date of birth:	Provided
		Tax file number:	Provided
		Email:	renee79122@hotmail.com

Your benefit summary as at 4 November 2020

Withdrawal benefit	
<i>Opening balance</i>	\$31,055.10
<i>Closing balance prior to payment</i>	\$33,831.48
Preserved benefit	\$33,831.48
Non-preserved benefit	
<i>Restricted</i>	\$0.00
<i>Unrestricted</i>	\$0.00
Closing account balance as at 4 November 2020	\$0.00

Want more information? See *About your statement* included with this Statement for an explanation of the benefits reported above.

Your account summary as at 4 November 2020

The amounts reported below are the totals for the different transactions reported. More details on these transactions can be found on the following pages. Any contributions received from an employer after 4 November 2020 will open a new AustralianSuper account.

Description	Totals
Opening account balance at 1 July 2020	\$31,055.10
Plus Contributions from your employer(s)	\$2,135.51
Earnings from your investments	\$1,139.02
Less Government contributions tax	-\$296.10
Fees*	-\$40.50
Insurance premiums	-\$161.55
Final payout figure	-\$33,831.48
Closing account balance as at 4 November 2020	\$0.00

*This figure does not include all fees and costs, see *Your fee summary* for more details.

Your transaction details

Details of transactions are provided below. Any contributions received from an employer after 4 November 2020 will open a new AustralianSuper account.

Transaction date	Description [^]	Amount (\$)				Total
		Employer	Employer additional	Salary sacrifice	Member	
01/07/2020	Opening account balance					\$31,055.10

Continued on next page...

Your transaction details continued...

Transaction date	Description^	Amount (\$)				
		Employer	Employer additional	Salary sacrifice	Member	Total
07/07/2020	No 1 Riverside Quay Pty Ltd	\$187.44	\$0.00	\$0.00	\$0.00	\$187.44
07/07/2020	No 1 Riverside Quay Pty Ltd	\$187.44	\$0.00	\$0.00	\$0.00	\$187.44
27/07/2020	No 1 Riverside Quay Pty Ltd	\$187.44	\$0.00	\$0.00	\$0.00	\$187.44
31/07/2020	Insurance premiums					-\$16.40
31/07/2020	Insurance premiums					-\$7.19
31/07/2020	Insurance premiums					-\$18.54
31/07/2020	Administration fee					-\$11.25
31/07/2020	Federal government contributions tax					-\$78.04
13/08/2020	No 1 Riverside Quay Pty Ltd	\$187.44	\$0.00	\$0.00	\$0.00	\$187.44
27/08/2020	No 1 Riverside Quay Pty Ltd	\$333.65	\$0.00	\$0.00	\$0.00	\$333.65
28/08/2020	Insurance premiums					-\$13.38
28/08/2020	Insurance premiums					-\$5.95
28/08/2020	Insurance premiums					-\$15.50
28/08/2020	Administration fee					-\$9.00
31/08/2020	Federal government contributions tax					-\$72.94
11/09/2020	No 1 Riverside Quay Pty Ltd	\$209.37	\$0.00	\$0.00	\$0.00	\$209.37
21/09/2020	No 1 Riverside Quay Pty Ltd	\$209.37	\$0.00	\$0.00	\$0.00	\$209.37
25/09/2020	Insurance premiums					-\$13.38
25/09/2020	Insurance premiums					-\$5.95
25/09/2020	Insurance premiums					-\$15.50
25/09/2020	Administration fee					-\$9.00
30/09/2020	Federal government contributions tax					-\$57.59
14/10/2020	No 1 Riverside Quay Pty Ltd	\$209.37	\$0.00	\$0.00	\$0.00	\$209.37
14/10/2020	No 1 Riverside Quay Pty Ltd	\$210.24	\$0.00	\$0.00	\$0.00	\$210.24
30/10/2020	Insurance premiums					-\$16.72
30/10/2020	Insurance premiums					-\$7.44
30/10/2020	Insurance premiums					-\$19.38
30/10/2020	Administration fee					-\$11.25
31/10/2020	Federal government contributions tax					-\$56.41
03/11/2020	No 1 Riverside Quay Pty Ltd	\$213.75	\$0.00	\$0.00	\$0.00	\$213.75
04/11/2020	Final withdrawal to The Trustee for Farrington Family Superannuation -\$33,831.48					-\$33,831.48
04/11/2020	Federal government contributions tax					-\$31.12
04/11/2020	Insurance premiums					-\$2.39

Continued on next page...

Your transaction details continued...

Transaction date	Description^	Amount (\$)				
		Employer	Employer additional	Salary sacrifice	Member	Total
04/11/2020	Insurance premiums					-\$1.06
04/11/2020	Insurance premiums					-\$2.77
04/11/2020	Investment earnings					\$1,139.02
04/11/2020	Closing account balance					\$0.00

^The Administration fee shown in *Your transaction details* does not include the component of the administration fee that is deducted from investment returns. See *Your fee summary* for details on all fees and costs.

Your insurance cover

As at 4 November 2020 you had this insurance cover – which has now ended	Insured benefit
If you die	\$160,000.00
If you're totally and permanently disabled	\$43,000.00

If you had been off work and entitled to income protection payments, you'd have received \$3,100.00 per month. This cover was calculated using your recorded age as at 4 November 2020.

Want more information? See *About your statement* included on the following pages.

Your investment performance

Below is your investment performance for the period from 1 July 2020 to 4 November 2020.

Investment option	Opening balance	Performance	Your returns	Closing balance
Balanced (AustralianSuper My Super)	\$31,055.10	4.3763%	\$1,139.02	\$33,831.48

Net Investment Returns – The declared Net Investment Returns are calculated on the daily balance of your account and are compounded daily. For more information on the Net Investment Returns and the allocation of net fund earnings/losses to your account, you can visit our website at australiansuper.com or call **1300 300 273**.

If required, a copy of the latest product dashboard for our MySuper option can be found at australiansuper.com/mysuperdashboard.

Want more information? See *About your statement* on the following pages.

Your fee summary

Other fees of your investment: -\$59.64 – This approximate amount or amounts has been deducted from your investment and covers fees that are not reflected as transactions on this statement. Note: Other fees may be reported by type of fees charged.

This includes:

- **Administration fees deducted from returns -\$4.11** – This approximate amount includes the component of the administration fee that has been deducted from your investment returns before returns are added to your account. This component is applied as a percentage of the money you have in your super account and is shown here as an approximate dollar value.

- **Investment fees -\$55.53** – The Investment fee represents the cost to us of managing your money and was deducted from before-tax investment returns before the returns were applied to your account. These costs include external investment management fees, performance related fees, and transactional and operational costs. The fee is expressed as a percentage of the money you have invested in each investment option. It is shown here as an approximate dollar amount to help you understand the effect investment fees can have on your super balance.

Total fees you paid: -\$100.14 – This approximate amount includes all fees and costs which affected your investment during the period. It includes the Investment fee plus the administration fee but doesn't include insurance premiums and any adviser service fees paid.

The total fees you paid do not include the property operating costs that you incurred during the period.

For more information about fees and costs, including amounts paid directly from your account and amounts deducted from your investment returns, go to australiansuper.com/pds

The closing balance shown on this statement is calculated as at 4 November 2020.

Want more information? See *About your statement* on the following pages.

J & J TOP SOLUTIONS PTY LTD
ABN 70 613 419 560

ADD UNIT 52, 180 STIRLING STREET PERTH WA 6000
POST PO BOX 8215 PERTH BC WA 6849
EMAIL INFO@JTOPSOLUTIONS.COM.AU

TEL +61 8 9227 6447
FAX +61 8 9328 1191



Farrington Family Superannuation
55 Mosedale Loop
WAIKIKI WA 6169

Tax Invoice
215033
Ref: SMSF8225
27 July, 2020

Description	Amount
Preparation of 2020 ASIC Annual Review for DAN FARRO HOLDINGS PTY LTD	200.00
Disbursements: ASIC Company Review Fee	55.00
<i>GST</i>	25.50

Terms: Seven Days **Amount Due: \$ 280.50**

Please detach the portion below and forward with your payment

Remittance Advice	
<i>Banking Details:</i> J J TOP SOLUTIONS PTY LTD BSB: 036 069 A/C: 736 168 Please use Invoice Number as reference	Farrington Family Superannuation Ref: SMSF8225 Invoice No.: 215033 Due Date: 03/08/2020 Amount Due: \$ 280.50
PLEASE CONTACT US IMMEDIATELY IF YOU ARE EXPERIENCING DIFFICULTY IN SETTLING THIS INVOICE ON TIME. AN ADMINISTRATION FEE OF \$5.50 WILL BE CHARGED ON EACH REMINDER	

Tax Store Australia Pty Ltd
 A.B.N. 60 160 731 500
 PO BOX 98
 BRAESIDE VIC 3195
 Phone 1300 367 594 Fax (03) 9587 9750

Farrington Family Superannuation
 55 Mosedale Loop
 WAIKIKI WA 6169

Tax Invoice
530695
 Ref: FARRDA81
 8 October, 2020

Description	Amount
To our Professional Services Being for:	350.00
<ul style="list-style-type: none"> Preparation and lodgement of ASIC Form 484 (Adding Renee as director and shareholder of the corporate trustee) Follow up with ATO and ASIC 	
<i>GST</i>	35.00
Terms: COD	Date Due: 15 October, 2020
	Amount Due: \$ 385.00

*Please detach the portion below and forward with your payment
 Tax Store Willetton, U5 / 173 High Rd, Willetton, WA 6155*

Remittance Advice

Farrington Family Superannuation Ref: FARRDA81

Direct Debit **BSB 013 233 Acct No 3970 97006** Invoice: 530695

Acct Name : Tax Store Willetton 8 October, 2020

Please use your invoice number as reference Amount Due: \$ 385.00

Cheque Please make cheque payable to Tax Store Willetton

Mastercard Card Number

Visa

Cardholder Signature Expiry Date

My Law Firm Pty Ltd
PO Box 1208
Fremantle, Western Australia 6959
1300 529 888
<http://www.mylawfirm.com.au>

Date: 24/08/2020
Invoice #: 457
Payment Due: 31/08/2020
Our Reference: 989

ABN: 60 128 788 938

To: DAN FARRO HOLDINGS PTY LTD
55 Mosedale Loop
Waikiki **** 6169

Payment Terms: 7 days from invoice

Description	Amount
Take instructions and draft deed of variation to add member to SMSF deed. Fixed Fee.	\$385.00
GST	\$35.00
Total	\$385.00
Paid	\$0.00
Balance due on this invoice	\$385.00
Balance due (all invoices)	\$385.00

Payable to:
Account Name: my law firm pty ltd
BSB: 016-002
Account number: 478473587

Please quote invoice number: 457

THANK YOU FOR YOUR BUSINESS

Legal Professional Act 2008 section 291(3)

Your rights in relation to legal costs

The following avenues are available to you if you are not happy with this bill:-

- requesting an itemised bill
- discussing your concerns with us
- having our costs assessed
- applying to set aside our costs agreement

For more information about your rights, please read the fact sheet titled your right to challenge legal costs. You can ask us for a copy, or obtain it from the Legal Practice Board (or download it from the website of the Legal Practice Board or the Law Society of Western Australia).

Farrington Family SF

Transactions: Rent - Farrington Family Superannuation Fund

Date Range: 01/07/2020 to 30/06/2021

Rent

	Date	Narrative	Debit	Credit	Balance	Quantity
Direct Property						
5 Selby Place, Webberton, WA						
	01/07/2020	Opening Balance	\$	0.00 \$	0.00 Cr	
	04/02/2021	Storage Unit Inv Dec-20-34	\$	168.75 \$	168.75 Cr	
	07/04/2021	Storage Unit Inv Mar-21-34	\$	414.77 \$	583.52 Cr	
	01/06/2021	Storage Unit Inv May-21-33	\$	369.24 \$	952.76 Cr	
	Total 5 Selby Place, Webberton, WA		\$	0.00 \$	952.76 \$	952.76 Cr
	Total Direct Property		\$	0.00 \$	952.76 \$	952.76 Cr
	Total Rent		\$	0.00 \$	952.76 \$	952.76 Cr



Emily Cooper <emily@smsfaustralia.com>

Required Information

Dan Farrington <danfarro@outlook.com>
To: Emily Cooper <emily@smsfaustralia.com>

9 June 2023 at 13:07

Good Morning Emily

Apologies again for time taken to gather the required information.

Attached are the missing bank statements.

Renee's Date of Birth is 18 July 1980
Renee's Tax File Number is 350527988

DPAWA Pty Ltd payment on 02/06/2020 was a loan payment back into the super account.

Mattrodor Pty Ltd payment was a loan payment back into the super account. The reason the name differs from the above is because they changed their business name in how they paid the amounts back into the super account.


- Storage Unit Invoice payment on 04/02/2021 was rent received for the storage unit owned by the super account (Danfarro Holdings Pty Ltd)
Also in regards to the storage unit, there was a dispute on the titles with Geraldton City Council. That dispute has been resolved and I should be receiving the new settlement certificate soon.


I am currently working on the Excel spreadsheet of mine and Renee's super contributions, and when i have completed i will send them thru to you promptly.


I am hoping you have all information and documents required to complete the outstanding audits and returns. If you nare requiring anymore information please let me know.

Thankyou and Regards
Dan Farrington
0431469231

3 attachments

 **14.05.21 - 13.08.21.pdf**
115K

 **14.08.21 - 12.11.21.pdf**
115K

 **13.11.21 - 11.02.22.pdf**
113K

20 June 2023

Dan Farro Holdings Pty Ltd ATF
Farrington Family Superannuation
55 Mosedale Loop
WAIKIKI WA 6169

Dear Sir/Madam

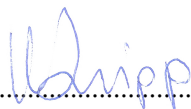
Mattrodar Pty Ltd
Statement of Distributions
Year Ended 30 June 2021

This statement represents a summary of the annual activity relating to your investment with Mattrodar Pty Ltd.

Original Investment	\$84,995.00
Investment Date	13/09/2018
Opening Balance 2021	\$72,819.65
Payments Made in 2021	\$166.87
Interest Accrued in 2021	\$182.04
Closing Balance 2021	\$72,834.82

We confirm that Mattrodar Pty Ltd is not a related party of Dan Farro Holdings Pty Ltd ATF Farrington Family Superannuation.

If you have any questions, please don't hesitate to contact our office.



Kara Tripp
Administration Manager
Mattrodar Pty Ltd



Activity statement 004

Date generated	26 June 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

30 results found - from **01 January 2019** to **26 June 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
12 Jun 2023	12 Jun 2023	General interest charge			\$0.00
12 Jun 2023	9 Jun 2023	Payment received		\$932.00	\$0.00
1 May 2023	1 May 2023	General interest charge			\$932.00 DR
30 Apr 2023	28 Apr 2023	Original Activity Statement for the period ending 31 Mar 23 - PAYG Instalments	\$466.00		\$932.00 DR
3 Apr 2023	3 Apr 2023	General interest charge			\$466.00 DR
5 Mar 2023	28 Feb 2023	Original Activity Statement for the period ending 31 Dec 22 - PAYG Instalments	\$466.00		\$466.00 DR
8 Nov 2022	8 Nov 2022	General interest charge			\$0.00
8 Nov 2022	7 Nov 2022	Payment received		\$1,837.00	\$0.00
1 Nov 2022	1 Nov 2022	General interest charge			\$1,837.00 DR
30 Oct 2022	28 Oct 2022	Original Activity Statement for the period ending 30 Sep 22 - PAYG Instalments	\$466.00		\$1,837.00 DR
1 Aug 2022	1 Aug 2022	General interest charge			\$1,371.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
31 Jul 2022	28 Jul 2022	Original Activity Statement for the period ending 30 Jun 22 - PAYG Instalments	\$457.00		\$1,371.00 DR
2 May 2022	2 May 2022	General interest charge			\$914.00 DR
1 May 2022	28 Apr 2022	Original Activity Statement for the period ending 31 Mar 22 - PAYG Instalments	\$457.00		\$914.00 DR
1 Apr 2022	1 Mar 2022	General interest charge			\$457.00 DR
8 Mar 2022	7 Mar 2022	Payment received		\$2,009.00	\$457.00 DR
7 Mar 2022	28 Feb 2022	Original Activity Statement for the period ending 31 Dec 21 - PAYG Instalments	\$457.00		\$2,466.00 DR
1 Nov 2021	1 Nov 2021	General interest charge			\$2,009.00 DR
31 Oct 2021	28 Oct 2021	Original Activity Statement for the period ending 30 Sep 21 - PAYG Instalments	\$457.00		\$2,009.00 DR
2 Aug 2021	2 Aug 2021	General interest charge			\$1,552.00 DR
1 Aug 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21 - PAYG Instalments	\$998.00		\$1,552.00 DR
3 May 2021	3 May 2021	General interest charge			\$554.00 DR
2 May 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$277.00		\$554.00 DR
1 Apr 2021	1 Apr 2021	General interest charge			\$277.00 DR
9 Mar 2021	8 Mar 2021	Payment received		\$568.00	\$277.00 DR
8 Mar 2021	2 Mar 2021	Original Activity Statement for the period ending 31 Dec 20 - PAYG Instalments	\$277.00		\$845.00 DR
2 Nov 2020	2 Nov 2020	General interest charge			\$568.00 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Nov 2020	28 Oct 2020	Original Activity Statement for the period ending 30 Sep 20 - PAYG Instalments	\$277.00		\$568.00 DR
1 Oct 2020	1 Oct 2020	General interest charge			\$291.00 DR
6 Sep 2020	28 Jul 2020	Original Activity Statement for the period ending 30 Jun 20 - PAYG Instalments	\$291.00		\$291.00 DR



Income tax 002

Date generated	26 June 2023
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

8 results found - from **01 January 2019** to **26 June 2023** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
8 Mar 2022	8 Mar 2022	General interest charge			\$0.00
8 Mar 2022	7 Mar 2022	Payment received		\$1,798.90	\$0.00
1 Jun 2021	1 Jun 2021	General interest charge			\$1,798.90 DR
14 May 2021	17 May 2021	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$1,798.90		\$1,798.90 DR
9 Mar 2021	9 Mar 2021	General interest charge			\$0.00
9 Mar 2021	8 Mar 2021	Payment received		\$1,628.26	\$0.00
1 Apr 2020	1 Apr 2020	General interest charge			\$1,628.26 DR
31 Mar 2020	28 Feb 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$1,628.26		\$1,628.26 DR

Loan Agreement

Date: September 2018

DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]
as trustee for **Farrington Family Superannuation**
[ABN 68 378 313 368]

and

Cottesloe Apartments (WA) Pty Ltd [ACN 626 327 428]



my law firm pty ltd [abn 60 128 788 938]
PO Box 1208, Fremantle WA 6959

phone: 1300 LAW 8888 – 1300 529 888
email: help@mylawfirm.com.au
Ref: 18/317

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3	Repayment	6
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5	Default	6
6	Indemnity	7
7	Representations and warranties	7
8	General	8

Agreement

Date September 2018

Lender:

DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]
as trustee for **Farrington Family Superannuation** [ABN 68 378 313 368]
C/- 55 Mosedale Loop, Waikiki WA 6169.

Borrower:

COTTESLOE APARTMENTS (WA) PTY LTD [ACN 626 327 428]
C/- J & J Top Solutions, Unit 52, 180 Stirling Street, Perth WA 6000.

Introduction

- **A** The Lender has, at the request of the Borrower, agreed to advance funds to the value of \$50,000.00 (Fifty Thousand Dollars) to the Borrower in the form of a loan agreement.
- B** The Lender and the Borrower have agreed to formalise this loan arrangement on the terms and conditions as set out in this agreement.

Operative part

1 Definitions and interpretation

1.1 Definitions

In this agreement, unless the context requires otherwise:

Amount Owing means the Loan plus the Interest plus any other costs and expenses the Borrower must pay to the Lender under the Loan Documents, less any amounts which have been repaid by the Borrower to the Lender.

Business Day means a day on which banks are open for general banking business in Western Australia, excluding Saturdays and Sundays.

Confidential Information means any and all information and documents relating to the Loan Documents or which by its nature is confidential, whether written, electronic or in any other form, except so much of the confidential information which is in the public domain (other than due to a Party's breach of this agreement).

Corporations Act means *Corporations Act 2001* (Cth).

Due Date means on or before 12 (Twelve) Calendar Months from the date the Loan is advanced to the Borrower subject to the right of the Borrower to an automatic extension of up to a further 12 months ("automatic extension") if a Force Majeure event occurs to the development of the Property caused beyond the control of the Borrower.

Event of Default means any of the events specified in clause 5.1.

Force Majeure means any act of God, war, act of public enemies, strikes, lockouts, stoppages, restraints of labour, unavailability or delays in supply of materials, reasonable failure to secure contractors, delays of contractors, riots or civil commotion, fire, explosions, earthquake, floods, inclement weather, unreasonable delays in obtaining any necessary approvals or clearances from local and governmental authorities or any other cause outside the direct control of the Borrower in the development of the Property.

Insolvency Event means:

- (a) any of the Borrower are or becomes unable to pay their debts as and when they fall due or are otherwise presumed to be insolvent by the law;
- (b) any of the Borrower suspends or threatens to suspend payment of their debts generally;
- (c) the making of an application or the making of any order, or the passing of any resolution, for the bankruptcy of any of the Borrower other than where the application or order (as the case may be) is set aside within 14 days;
- (d) the appointment of a receiver or a receiver and manager or other insolvency official to the whole or a substantial part of the property or assets of any of the Borrower; or
- (e) the entry by the Borrower into any compromise or arrangement with creditors.

Interest means the rate of 10% (Ten Percent) payable on the Loan value calculated annually in arrears.

Loan means \$50,000.00 (Fifty Thousand Dollars).

Loan Document means this agreement and any document or agreement entered into or given under or in connection with those and any other document agreed by the Lender and the Borrower to be a Loan Document for the purposes of this agreement.

Party means a party to this agreement.

Property means the property situated and known as 3 Fairlight Street, Mosman Park, Western Australia and more particularly described as Lot 50 on Diagram 40971 and being the whole of the land within Certificate of Title Volume 460 Folio 93A.

Interpretation

In this deed, unless the context requires otherwise:

- (a) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document.
- (b) a reference to the introduction, a party, clause, paragraph, schedule or annexure is a reference to the introduction, a party, clause, paragraph, schedule or annexure to or of this agreement.
- (c) clause headings and the table of contents are inserted for convenience only and must not be used when interpreting this deed.
- (d) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity.
- (e) a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done.
- (f) **including** and **includes** are not words of limitation.
- (g) a word that is derived from a defined word has a corresponding meaning.
- (h) the singular includes the plural and vice versa.
- (i) words importing one gender include all other genders.
- (j) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- (k) a reference to a time or date in connection with the performance of an obligation by a Party is a reference to the time and date in Western Australia even if the obligation is to be performed elsewhere.
- (l) a reference to law is a reference to the laws of Australia.
- (m) a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it.
- (n) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Australia even if the obligation is to be performed elsewhere.
- (o) a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, request, consent, approval or agreement.
- (p) a reference to **dollars** or **\$** is to Australian dollars.
- (q) if something is to be done on a day which is not a Business Day then that thing must be done on the next or following Business Day.

2 Loan

2.1 Use of the Loan

The Borrower must only use the Loan to assist with the purchase, renovation and subdivision of the Property and for no other purpose.

3 Repayment

3.1 Repayment

Subject to clause 5.2, the Borrower will repay the Amount Owing to the Lender on or before the Due Date.

3.2 Early repayment

The Borrower may prepay all or any part of the Amount Owing at any time before the Due Date.

3.3 Manner of repayment

The Borrower must pay the Lender the Amount Owing on or before the Due Date by way of the method advised to the Borrower by the Lender in writing.

3.4 No set-off or deductions

All payments by the Borrower under this agreement must be paid in full without any set-off or counterclaim.

4 Interest ■

4.1 Interest payable

The Interest accrues and forms a part of the Amount Owing on the date of this agreement and is payable as a part of the Amount Owing.

5 Default

5.1 Events of Default

Each of the following is an Event of Default:

- (a) an Insolvency Event occurs with respect to the Borrower;
- (b) the Borrower does not comply with their obligations under any of the Loan Documents.

5.2 Lender's rights upon default

Upon an Event of Default occurring, the Lender may by notice to the Borrower:

- (a) make the Amount Owing immediately due and payable;
- (b) exercise their rights under the Security Interest or any other Loan Documents; or
- (c) exercise any other rights they have under law.

6 Indemnity

The Borrower indemnifies the Lender against, and must pay the Lender on demand for, liability, loss or costs (including consequential or economic loss) that the Lender suffers or incurs as a result of:

- (a) the Borrower's default under any of the Loan Documents, including in relation to any litigation and enforcement proceedings arising from such a default; and
- (b) any person exercising, or not exercising, rights under a Loan Document.

7 Representations and warranties

7.1 General representations and warranties

The Borrower represents and warrants to and for the benefit of the Lender that:

- (a) they have the power and authority necessary to enter into and perform the Loan Documents;
- (b) this agreement constitutes a legal, valid and binding obligation on them, enforceable in accordance with its terms;
- (c) there is no litigation, arbitration, mediation, conciliation, administrative or other proceedings or processes against them that are current or, to their knowledge threatened;
- (d) all information and documents given to the Lender is at the date of this agreement, or if later, when given, are true and accurate in all material respects and neither that information, those documents nor its conduct was, or is, misleading, by omission or otherwise; and
- (e) they have not been bankrupt or insolvent and there are no unsatisfied judgments, orders or decrees against them.

7.2 Reliance on representations and warranties

The Borrower acknowledges that the Lender has entered into each Loan Document and agreed to provide the Loan in reliance on the representations and warranties provided by the Borrower under this agreement.

7.3 Acknowledgement

Each Party acknowledges and agrees that they have sought their own independent financial, legal and taxation advice before entering into this agreement and where they have not, acknowledges and agrees that they have had the opportunity to do so but have made an independent decision not to.

8 General

8.1 Confidential Information

The Parties must not:

- (a) use Confidential Information in a way which does or is reasonably likely to damage the Borrower or the Lender; or
- (b) disclose, or allow to be disclosed, Confidential Information to any third party except:
 - (i) with the consent of the Party to whom the Confidential Information belongs;
 - (ii) in accordance with government or other public regulatory requirements; or
 - (iii) to the solicitor, auditor, accountant or other professional advisor of the Party,

and the Parties must take all reasonable precautions necessary to maintain the secrecy and confidentiality, and to prevent the disclosure, of the Confidential Information.

8.2 Notices

- (a) Any notice, demand, consent or other communication given or made under this agreement must be:
 - (i) clearly readable;
 - (ii) signed by the party giving or making it (or signed on behalf of that party by its authorised representative); and
 - (iii) left at the address or sent by pre-paid security post (air mail if outside Australia) to the address or to the fax number or email address of the recipient as set out in the Parties section of this Agreement.
- (b) A party may change its address, fax number or email address for the purpose of service by giving notice of that change to the other Party in accordance with clause 8.2(a).
- (c) Any communication will be taken to be received by the recipient:
 - (i) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
 - (ii) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile communication was sent in its entirety to the fax number of the recipient; and
 - (iii) in the case of an email, on production of a delivery confirmation report received by the sender which indicates the time that the email was delivered to the recipient; and

- (iv) if the time of dispatch of a facsimile is not on a Business Day, or is after 5.00 pm (local time) on a Business Day, it will be taken to have been received at the commencement of business on the next Business Day.

8.3 Governing law and jurisdiction

- (a) The laws of Western Australia govern this agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of Western Australia and any courts competent to hear appeals from those courts.

8.4 Invalidity

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (A) despite the operation of clause 8.4(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (B) this agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this agreement has full effect even if clause 8.4(b) applies.

8.5 Variation

A provision of this agreement can only be varied by a later written document executed by or on behalf of all Parties.

8.6 Waiver

A right or remedy created by this agreement cannot be waived except in writing signed by the Party entitled to that right. Delay by a Party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a Party of a right operate as a subsequent waiver of the same right or of any other right of that Party.

8.7 Further assurances

Each Party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

8.8 Entire agreement

The contents of this agreement constitute the entire agreement between the Parties and supersede any prior negotiations, representations, understandings or arrangements made between the Parties regarding the subject matter of this agreement, whether orally or in writing.

8.9 No assignment

The Borrower cannot assign or otherwise transfer their rights under this agreement without the prior written consent of the Lender.

8.10 Counterparts

This agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

8.11 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

8.12 Legal expenses and duty

- (a) The Lender has agreed to pay the legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of the Loan Documents.
- (b) The Lender has agreed to pay all duty assessed on or in relation to the Loan Documents and any instrument or transaction required by or necessary to give effect to those documents.

EXECUTED AS AN AGREEMENT

Executed by **Cottesloe Apartments**)
(WA) Pty Ltd [ACN 626 327 428] in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)
)
)

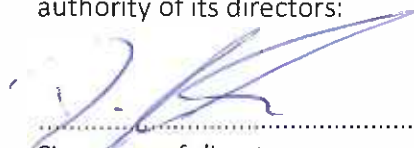
.....
Signature of director

.....
Name of director

.....
Signature of director

.....
Name of director

Executed by **DAN FARRO HOLDINGS**)
PTY LTD [ACN 627 645 550])
in its capacity as trustee for)
Farrington Family Superannuation)
in accordance with section 127(1) of)
the *Corporations Act 2001* (Cth) by)
authority of its directors:)
)


.....
Signature of director

DANIEL FARRINGTON
.....
Name of director

.....
Signature of director

.....
Name of director



SUN CITY MINI STORAGE

**5 SELBY PLACE, WEBBERTON
WESTERN AUSTRALIA**

SALES CONTRACT

BUYER:

**DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]
as trustee for FARRINGTON FAMILY SUPERANNUATION**

FOR:

LOT: 35

Prepared by:



my law firm pty ltd [abn 60 128 788 938]
PO Box 1208, Fremantle WA 6959

phone: 1300 LAW 888 – 1300 529 888
fax: (02) 8311 5755 email: help@mylawfirm.com.au

**FOR USE BY
NON-MEMBERS
OF REIWA**

Contracts must be lodged at the Office of State Revenue for stamp duty
assessment within two months of the date the last person executes the Contract

(Stamp Office Use Only)

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

TO:

As Agent for the Seller

THE BUYER (FULL NAME AND ADDRESS)

DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]

as trustee for **FARRINGTON FAMILY SUPERANNUATION**

C/- 55 Mosedale Loop, WAIKIKI WA 6169

OFFERS TO PURCHASE (as joint tenants/tenants in common specifying the undivided share) the land described in the Schedule and all improvements ("the Property") with vacant possession unless otherwise provided in the Conditions together with the Chattels (if any) described in the Schedule at the price and on the other terms and conditions set out in the Schedule and the Conditions.

SCHEDULE

- (i) **Description of the Property:** The land situated at and known as 5 Selby Place, Webberton, Western Australia
- Lot 35 on Strata Plan 79744 and being the whole/part of the land in Certificate of Title
- Volume 2981 Folio 541
- (ii) **Chattels including all fixtures and fittings, plant & equipment, and** Not Applicable
- _____ which are included in the Purchase Price
- (iii) **Purchase Price:** \$ 105,000.00 (One Hundred and Five Thousand Dollars)
(If GST is applicable then refer to Condition 4).
- (iv) **Manner of Payment:** A deposit of \$ 105,000.00 of which \$ 105,000.00 is paid herewith and \$ NIL
shall be paid upon _____ to be held by _____
The Seller ("the Deposit Holder"). The balance of the Purchase Price shall be paid on the Settlement Date.
- (v) **Settlement Date:** On or before 14 days from the issue of the certificate of title for the Property

CONDITIONS

1. FINANCE

- 1.1 This Contract is conditional upon Finance Approval being obtained before the Latest Time.
- 1.2 The Buyer shall:
- (a) make an application for Finance Approval to at least one Lender using, if required by the Lender, the Property as security;
 - (b) use best endeavours to obtain Finance Approval and if required in writing by the Seller or the Seller's Agent provide evidence in writing of the making of an application in good faith for Finance Approval, any loan offer made, and the reasons for the Buyer not accepting any loan offer made;
 - (c) on receipt of the Finance Approval immediately notify in writing the Seller or the Seller's Agent whereupon the condition in paragraph 1.1 will then be satisfied.
- 1.3 If on or before the Latest Time:
- (a) the Buyer is notified by the Lender that the application for Finance Approval is rejected; or
 - (b) no Finance Approval is obtained
- then the Buyer shall immediately in writing notify the Seller or the Seller's Agent of such rejection or non receipt as the case may be, and provide evidence in writing of the rejection.
- 1.4 UNLESS the Buyer has waived this condition and communicated such waiver in writing to the Seller or the Seller's Agent prior to the Latest Time, then if:
- (a) the condition in paragraph 1.1 is not satisfied; and
 - (b) the Buyer has complied with paragraphs 1.2(a) and 1.3

- THEN this Contract shall be deemed to have come to an end without the necessity of either party giving to the other notice to that effect. The Deposit and all other monies (if any) paid pursuant to this Contract shall then be refunded to the Buyer (less all bank and government charges) and there shall be no further claim under this Contract by either party in law or in equity against the other.
- 1.5 If the Buyer fails to notify the Seller or Seller's Agent in accordance with paragraphs 1.2(c) or 1.3 the Buyer shall be in default and the Seller may without prejudice to any other remedies and rights available immediately terminate the Contract by notice in writing to the Buyer.
- 1.6 This clause shall operate for the benefit of both the Seller and the Buyer except that the Buyer by waiving the Buyer's rights pursuant to this clause at any time before the Latest Time shall be deemed to have received Finance Approval.

DEFINITIONS

- 1.7 In this Contract the following shall apply:
- "Finance Approval" means an offer to lend made by the Lender on reasonable terms and conditions or an approval of a finance application by the Lender to the Buyer, by the Latest Time for a loan of an amount not less than the Amount of Loan shown below. An approval that is subject to the Lender's usual terms and conditions shall be deemed to be Finance Approval.
- "Lender" means either the Lender nominated below (if any) or any other Lender acceptable to the Buyer.

DELETE IF FINANCE APPROVAL IS NOT REQUIRED

Lender: **NOT APPLICABLE**

Latest Time: 4.00 pm on the date _____

Amount of Loan _____

RM
Initials of Buyer(s)

NOTE: IF THIS DOCUMENT IS ON SEPARATE PAGES OR IS TO BE FAXED THEN ALL PARTIES SHOULD SIGN ALL PAGES

CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

2. Acceptance of this offer shall be sufficiently communicated to the Buyer if verbal or written notification shall be given by the Seller or Seller's Agent to the Buyer that the acceptance has been signed by the Seller(s).
3. The 2018 General Conditions are incorporated into this Contract so far as they are not varied by or inconsistent with the express terms of this Contract.
4. If GST is applicable to this transaction or if the transaction is agreed to be a Going Concern then the relevant GST provision should be outlined in the Special Conditions below or in any attached GST Annexure, which shall form part of this Contract.
5. The Special Conditions printed below this line apply to this Contract.

6. The contract is conditional upon the Buyer entering into the Storage Units Management Agreement annexed to this contract marked 'Annexure 'C'. *RM*
7. GST Annexure 'B' forms part of the contract. *RM*
8. Buyer agrees and authorises the release of the deposit in full to the Seller upon receipt by the Seller. *RM*

BUYER [if a corporation, then the Buyer executes this Contract pursuant to its Constitution]

<i>RM</i>	Witness	Date
		11 / 12 / 2020 /
		/ /
		/ /

THE SELLER (FULL NAME AND ADDRESS)

STORAGE UNITS INVESTMENTS W.A. PTY LTD [ACN 630 342 540]
c/- Unit 15, 142 South Terrace, Fremantle WA 6160.

ACCEPTS the above offer and acknowledges that the agent's selling fee (if applicable) payable to the Seller's Agent is the Seller's responsibility.

[if a corporation, then the Seller executes this Contract pursuant to its Constitution].

<i>RM</i>	Witness	Date
		10 / 12 / 2020 /
		/ /
		/ /

JOINT FORM

A true copy of this document has been received by each of the parties – together with a copy of the 2018 General Conditions

<i>RM</i>	<i>RM</i>	
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STRATA DISCLOSURES

If the Property is or is proposed to be a Strata Lot, then the Buyer acknowledges having received the Form 28 Disclosure Statement and its attachments before signing this Contract as required by the Strata Titles Act and the Strata Regulations marked Annexure 'C' and annexed to this Contract.

<i>RM</i>	<i>RM</i>	
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CONVEYANCER (Legal Practitioner/Settlement Agent)

The Parties nominate their Representative named below to act on their behalf in respect of this transaction and consent to Notices being served to that Representative's facsimile number.

	Buyer's Representative	Seller's Representative
Name	WESTMONT LEGAL	WESTMONT LEGAL
Physical Address	2 / 448 Roberts Road, Subiaco WA 6008	2 / 448 Roberts Road, Subiaco WA 6008
Facsimile number in Western Australia	9227 5255 gavan@westmontlegal.com.au	9227 5255 gavan@westmontlegal.com.au
	<i>RM</i>	<i>RM</i>
	Signature (Buyer)	Signature (Seller)

COPYRIGHT

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Annexure " B "

GST ANNEXURE

SPECIAL CONDITION TO THE CONTRACT FOR THE SALE OF LAND OR STRATA TITLE BY OFFER AND ACCEPTANCE

The Seller represents that the Seller will be registered for GST at Settlement Only one choice is to be selected and signed. The other three (3) choices should be deleted.

Choice 1 ~~Full GST (Inclusive)~~

- ~~(a) The Seller and Buyer agree that the Purchase Price is inclusive of GST.~~
~~(b) The Seller will at Settlement provide a Tax Invoice to the Buyer.~~

Seller

Buyer

Choice 2 Going Concern

- (a) The Seller and Buyer agree that the sale of the Property in this Contract is the supply of a Going Concern and is GST free.
- (b) The Seller agrees that it will carry on and conduct the enterprise as a Going Concern until the date that Settlement of this Contract actually occurs.
- (c) The Seller agrees to supply at Settlement all the things required for the continued operation of the enterprise as a Going Concern.
- (d) The Seller and the Buyer agree that the supply is GST-free and the Purchase Price is exclusive of GST.
- (e) If for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, for the supply of a going concern then:
 - (i) the Buyer agrees to pay to the Seller, the amount of the GST, within 30 days after the Seller's liability for GST on this sale is confirmed by the Commissioner of Taxation;
 - (ii) The Seller will give to the Buyer, a Tax Invoice.
- (f) The Buyer represents that at Settlement the Buyer will be registered for GST.

Further for the purposes of Stamp Duty assessment the Seller and Buyer state:

- 1) To the best of our knowledge and belief, GST is not payable on the transaction the subject of the instrument.
- 2) A ruling has not been obtained or sought from the Australian Taxation Office on the transaction.
- 3) The basis on which it is claimed that no GST is payable is that the transaction meets the requirements of a going concern under the GST Act and GST Ruling 2001/5 in that the Seller supplies to the Buyer all of the things that are necessary for the continued operation of an enterprise; and the Seller carries on, or will carry on, the enterprise until the day of the supply (whether or not as part of a larger enterprise carried on by the supplier).
- 4) The Buyer and the Seller declare that the conditions or requirements specified in the GST Act have been or will be met.

Seller 

Buyer 

Choice 3 ~~Margin Scheme~~

- ~~(a) The Seller's GST liability on the sale of the Property has been calculated using the Margin Scheme.~~
- ~~(b) The Buyer will not receive a Tax Invoice.~~

Seller

Buyer

Choice 4 Full GST (Exclusive)

- (a) The Seller and Buyer agree that the Purchase Price is exclusive of GST; and clause 18.3 of the 2018 General Conditions apply to this Contract.

Seller

Buyer



FOREIGN TRANSFER DUTY DECLARATION (WA), (CI), (CKI)

This declaration form must be completed by each person acquiring an interest in land in Western Australia.

Bundle ID								
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IMPORTANT

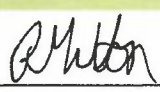
- This declaration form must be lodged with the Office of State Revenue (OSR), together with a copy of the relevant transaction record, within 2 months after the day on which liability for duty on the transaction arises.
- Before completing this declaration form, please read the attached Annexure containing all of the relevant definitions.
- If there is more than one purchaser/transferee, each purchaser/transferee must complete their own declaration.
- If the assessment has been made through Revenue Online (Online Duties), this application form must be retained by the lodging party for auditing purposes.

PART A - PURCHASER / TRANSFEREE DETAILS			
Full name / Company name		Date of Birth / ACN	
Dan Farro Holdings Pty Ltd		627 645 550	
Postal Address			
Street No.	Street Name	Suburb	Postcode
55 Mosedale	Loop, Waikiki WA 6169		
State	Country	Telephone Number	0434 034 082
Email	renee79122@hotmail.com		

<p>If the purchaser / transferee is an individual:</p> <p>Was the purchaser / transferee a foreign individual as at the date of the transaction?</p> <p><input type="checkbox"/> YES</p> <p>NO because the purchaser / transferee was:</p> <p><input type="checkbox"/> an Australian citizen</p> <p><input type="checkbox"/> an Australian permanent resident</p> <p><input type="checkbox"/> a New Zealand citizen holding a special category visa</p>	<p>If the purchaser / transferee is a corporation:</p> <p>Was the purchaser / transferee a foreign corporation as at the date of the transaction?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>The purchaser/transferee may be a foreign corporation even if the corporation was incorporated in Australia. See Annexure A for the definition of a foreign corporation.</p>
--	--

Is the purchaser / transferee acting as a trustee?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO (go to PART B)
If YES, please select the type of trust the purchaser / transferee is acting for			
<input type="checkbox"/> Discretionary trust	<input type="checkbox"/> Unit trust	<input type="checkbox"/> Fixed trust	<input type="checkbox"/> Bare trust
		<input checked="" type="checkbox"/> Super fund	<input type="checkbox"/> Other
Name of trust (If bare trust, name of beneficiary)		Farrington Family Superannuation	
Was the trust a 'foreign trust' as at the date of the transaction?		<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO See Annexure A for the definition of a foreign trust.

PART B – TRANSACTION & PROPERTY DETAILS			
Date of the dutiable transaction (e.g. contract for sale or transfer of land)	10 //12 / 2020	Dutiable value	\$ 105,000
Property description: (e.g. vacant land, house, apartment etc.)	Commercial Storage Unit		
Property details			
Land ID (Lot and plan/survey number)	SP79744	Certificate of Title (Volume / Folio)	2981 / 541
Street No.	Street Name	Suburb	
Lot 35, 6 Selby	Place, Webberton WA		
State	Postcode		
<p>Is any of the property transferred 'residential property' as defined in section 205E of the <i>Duties Act 2008</i>?</p> <p><input checked="" type="checkbox"/> NO <input type="checkbox"/> YES – all of it <input type="checkbox"/> YES – but not all of it*</p> <p>* Where property transferred includes both residential and non-residential lots, please complete Annexure B to identify the status of each lot.</p> <p>Residential property includes any land capable or intended to be used solely or dominantly for residential purposes. See Annexure A for the definition of residential property.</p>			

PART C - DECLARATION		
<ul style="list-style-type: none"> I declare that supporting evidence is available and will be presented to the OSR upon request. I declare that all the information disclosed in this foreign transfer duty declaration is true, complete and correct. I will notify the OSR if the residency status of the purchaser / transferee or the intended use of the property changes prior to the transfer of the property. I acknowledge that if I provide false or misleading information, I may be prosecuted and be liable for a penalty of \$20,000 plus three times the amount of duty that was avoided or might have been avoided if the false or misleading information had been accepted as true. <p>Where the purchaser / transferee is a corporation, the declaration must be signed by an authorised officer of the corporation.</p>		
Full Name	Signature	Date
Daniel David Farrington		11 / 12 / 2020
Position of authorised officer (if applicable)	Sole Director	

CONTACT THE OFFICE OF STATE REVENUE			
Online	www.finance.wa.gov.au/cms/State_Revenue/Online_Services/Online_Services.aspx		
Office	Office of State Revenue 200 St Georges Terrace PERTH WA 6000	Telephone	(08) 9262 1100 1300 368 364 (WA country STD callers only – local call charge)
Postal address	Office of State Revenue GPO Box T1600 PERTH WA 6845	Web Enquiry	www.osr.wa.gov.au/DutiesEnquiry
		Website	www.osr.wa.gov.au

ANNEXURE A: DEFINITIONS

Dutiable value is the greater of:

- a) the consideration for the dutiable transaction including any GST payable; or
- b) the unencumbered value of the dutiable transaction.

Foreign individual means an individual who is not:

- a) an Australian citizen
- b) an Australian permanent resident
- c) a New Zealand citizen who holds a special category visa

A special category visa, as determined by the Department of Home Affairs,¹ refers to a visa for New Zealand citizens who wish to visit, stay or work in Australia.

Foreign corporation means:

- a) a corporation that was incorporated outside Australia; or
- b) a corporation in which foreign persons have a **controlling interest**.

Foreign persons are taken to have a **controlling interest** in a corporation if one or more foreign persons or their associates control (directly or indirectly) at least 50 per cent of the voting power or potential voting power,² or hold at least 50 per cent of the issued shares in the corporation.

To determine whether foreign persons have a controlling interest in a corporation, all relevant interests of foreign persons and their **associates** must be aggregated, regardless of whether the associates are foreign persons.

A person is an associate of another person if they are:

- (a) family members;³ or
- (b) partners in the same partnership; or
- (c) related corporations;⁴ or
- (d) trustees of trusts sharing a common beneficiary; or
- (e) an individual and a corporation where that individual is a majority shareholder, director or secretary of the corporation (or a related corporation); or
- (f) a trustee and a beneficiary of the same trust; or
- (g) a corporation and a trustee of a trust where the corporation or its majority shareholder, director or secretary is a beneficiary; or
- (h) a corporation and a trustee of a trust where a related corporation is a beneficiary.

If a beneficiary of a trust, other than a unit trust scheme or a discretionary trust, is an associate of a person, the trustee of the trust is also treated as an associate of that person.

Foreign trust means:

- a) a discretionary trust **controlled** by a foreign person; or
- b) a discretionary trust if one or more foreign persons that are takers in default, together with their associates, hold at least 50 per cent in the discretionary trust; or
- c) a trust other than a discretionary trust if one or more foreign persons, together with their associates, hold beneficial interests in an least 50 per cent of the income or property of the trust.

¹ <https://immi.homeaffairs.gov.au/visas/getting-a-visa/visa-listing/special-category-visa-subclass-444>

² As defined in the *Foreign Acquisitions and Takeovers Act 1975* (Cth) s 4.

³ *Duties Act 2008* s 100.

⁴ Related corporation has the same meaning as related body corporate, as defined in the *Corporations Act 2001* (Cth) s 50.

A person **controls** a discretionary trust if they are in a position to influence, either directly or indirectly, the vesting of the capital of the trust property or the distribution of income from the trust property (e.g. trustee or appointer of the trust).

Residential property means:

- a) land in Western Australia that is, is **capable of being**, or is **intended to be**, used solely or dominantly for residential purposes;
- b) vacant or substantially vacant land in Western Australia that is zoned solely for residential purposes; or
- c) any estate or interest in land as described in (a) or (b).⁵

Land **capable of being** used solely or dominantly for residential purposes includes any land on which there is a dwelling which may lawfully be used as a residence.

Land **intended to be** used solely or dominantly for residential purposes includes:

- a) Land on which there is a partially constructed building that a person intends to complete so that it becomes residential property;
- b) Land on which there is a building or part of a building that a person intends to convert into residential property;
- c) Land on which a person intends to construct residential property;
- d) Land a person intends to subdivide for the purposes of constructing a residential property or enabling another person to construct residential property on the land.

Residential property excludes:

- a) Land that is intended to be used solely or dominantly for the purposes of an aged care facility as defined in the *Land Tax Assessment Act 2002* section 38A(1);
- b) Land that is intended to be used solely or dominantly for the purposes of commercial residential premises⁶ as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) s 191-1;
- c) Land that is intended to be used solely or dominantly for the purposes of a retirement village as defined in the *Retirement Villages Act 1992* section 3(1);
- d) An easement;
- e) A security interest; and
- f) A carbon right or carbon covenant registered under the *Carbon Rights Act 2003*.

For practical examples and a more comprehensive definition of the terms *foreign person* and *residential property*, please see the **'Foreign Transfer Duty' Fact Sheet** available on our website.

⁵ This includes an option to acquire residential property and an interest in a partnership holding residential property.

⁶ Includes hotels, motels, inns, hostels and boarding houses. For a full definition see *A New Tax System (Goods and Services Tax) Act 1999* (Cth) s 191-1.

ANNEXURE B: PROPERTY DETAILS

Where property transferred includes both residential and non-residential lots, please identify the respective status of each lot.

Land ID (Lot and plan/survey number) SP79744	Certificate of Title (Volume / Folio) 2981 / 541
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Land ID (Lot and plan/survey number)	Certificate of Title (Volume / Folio)
Is this property 'residential property' as defined in section 205E of the Duties Act? <input type="checkbox"/> YES <input type="checkbox"/> NO	

Form 29

Strata Titles Act 1985

Section 69A(f)

BUYING AND SELLING A STRATA TITLED LOT

This information applies to lots in a strata scheme and a survey-strata scheme.

If you are uncertain about any matter mentioned below you should obtain independent advice from a lawyer or other expert **BEFORE** signing an offer to purchase or sell or entering into a contract to purchase a strata titled lot.

If you intend **BUYING A STRATA TITLED LOT**, you should note that as owner of the lot you will be subject to the following obligations and restrictions.

1. You will be buying the strata titled lot AND a share in the common property in the strata titled scheme.

The lot number on the strata or survey-strata plan may not correspond with the unit/apartment number used for postal purposes.

2. The strata titled scheme consists of all of the lots and the common property which are shown on the strata or survey-strata plan.

On a strata plan, the common property may comprise parts of a building or buildings (eg. walls, floors, roof) in which the lots may be situated and any land not part of a lot.

On a survey-strata plan, the common property is those lots shown as "CP lots" on the plan and will include any building which is situated on a common property lot.

3. As an owner of a strata titled lot, you will be a member of the strata company and entitled to participate in its management.

A strata company automatically comes into existence on registration of the strata or survey-strata plan.

RM



4. Your right to deal with the lot and to use the common property is restricted because it is subject to the *Strata Titles Act 1985*, the by-laws of the strata company, any resolutions which the strata company may have passed, and management by the strata company.

A copy of the standard by-laws for strata companies which is contained in the *Strata Titles Act 1985*, is printed at the end of or is attached to this brochure.

The standard by-laws may be repealed, changed or added to by the strata company.

The standard by-laws may be changed by a Management Statement registered at the same time the strata or survey-strata plan is registered.

Later changes to the by-laws by the strata company will be recorded in its records and must be registered on the strata or survey-strata plan within 3 months.

Restrictions on the use of the lot may also be shown on the strata or survey-strata plan.

The strata company may have passed resolutions which affect the lots and common property, e.g. approving a plan of re-subdivision or a transfer or lease of common property. These resolutions are recorded in the minutes of meetings of the strata company.

5. You will be liable to pay a strata levy to the strata company for administrative expenses, including maintenance, upkeep and repair of buildings forming part of or on the common property, and insurance of the common property, unless you are in a scheme of 2 to 5 lots which may be exempt from these requirements.

Your contribution will be calculated in proportion to the unit entitlement of the lot to the aggregate unit entitlement of all of the lots on the strata or survey-strata plan, unless the strata company has passed a by-law to change the basis on which the contributions are proportioned.

The unit entitlement is found on the strata or survey-strata plan.

You may also be liable to contribute to a reserve fund for contingent expenses, which will be calculated in proportion to the unit entitlement of the lot.

The amount of contributions to a strata levy and reserve fund can be obtained in a certificate from the strata company. The strata company will also be able to advise of any outstanding contributions owing by the vendor and of any contributions which have been approved but are not yet due.

6. Except in certain circumstances, you will not be able to build on the lot or make any alterations to (including removal of) a building on the lot without the approval of the strata company.

BEFORE ENTERING INTO A CONTRACT or an offer to purchase or sell a strata titled lot, the vendor must provide to the purchaser a completed and signed Disclosure Statement (Form 28 in the *Strata Titles General Regulations 1996*).

Alternatively, the information required to be included in the Disclosure Statement may be incorporated into the contract.

The Disclosure Statement (or contract) must have attached to it —

- a copy of the registered or proposed strata or survey-strata plan, which clearly identifies the lot being sold and any information which relates specifically to the lot;
- a copy of this document (“Buying and Selling a Strata Titled Lot”) (including the standard by-laws);
- a copy of all non standard by-laws of the strata company, including any which have been passed by the strata company but not yet registered or any by-laws which are proposed to apply to the scheme;
- the unit entitlement of all of the lots in the scheme.

If the vendor is the original proprietor of the lot, then the additional information which is listed in Part 2 of the Disclosure Statement must also be given.

The purchaser may have the **RIGHT TO TERMINATE A CONTRACT** to purchase a strata titled lot if —

- (i) a signed and completed Disclosure Statement was not provided by the vendor before the purchaser entered into the contract or the information required to be included in the Disclosure Statement was not included in the contract; or
- (ii) certain changes occur in relation to the strata company, the strata or survey-strata plan or the common property (as set out in section 69C(3) of the *Strata Titles Act 1985*) before settlement and the vendor has not given notice in writing to the purchaser of those changes.

The purchaser's right to terminate the contract is restricted if the Disclosure Statement or notification of any changes was given after entering into the contract but before settlement.

The **STANDARD BY-LAWS** contained in the **STRATA TITLES ACT 1985** are *set out below/attached.

(*Delete whichever is not applicable)

Form 28

DISCLOSURE STATEMENT

SALE OF STRATA TITLED LOT OR PROPOSED STRATA TITLED LOT

Section 69 *Strata Titles Act 1985*

FOR SELLER'S INFORMATION	FOR PURCHASER'S INFORMATION
<p>1. The information incorporated in this statement —</p> <ul style="list-style-type: none"> • must be given to a prospective purchaser of a strata titled lot before the prospective purchaser makes an offer to purchase, accepts an offer to sell or enters into a contract to purchase the strata titled lot; and • may be given in the form of this statement or may be incorporated in the contract of sale of the strata titled lot. <p>2. This statement applies to the sale of a lot on a <u>strata plan</u> or a <u>survey-strata plan</u>.</p> <p>3. If certain changes occur in relation to the strata company, the strata/survey-strata plan or the common property (as set out in section 69C(3) of the <i>Strata Titles Act 1985</i> and mentioned in Form 29), before settlement, you must give notice in writing of those changes to the prospective purchaser as soon as you become aware of those changes.</p> <p>4. Failure to give this statement or incorporate the information in the contract of sale or failure to notify of any changes may give the prospective purchaser the right to terminate the contract. Exercise of this right by the prospective purchaser is restricted if this statement or notification of any changes was given at any time before settlement.</p> <p>Parts 1 and 3 must be completed in every sale of a strata titled lot or proposed strata titled lot.</p> <p>Part 2 must be completed where the strata titled lot or proposed strata titled lot is being sold by the original proprietor, in any of the cases listed in Part 2.</p>	<p>1. The land to which this statement relates, and any ensuing contract of sale, is part of a strata titled scheme which is governed by the <i>Strata Titles Act 1985</i>.</p> <p>2. You should read the information incorporated in this statement as it —</p> <ul style="list-style-type: none"> • identifies the lot which you are proposing to purchase; and • sets out what your rights and obligations will be in relation to the lot if you purchase the lot. <p>3. You may have a right to terminate the contract to purchase the lot if —</p> <ul style="list-style-type: none"> • before entering into the contract, you were not given this statement or the information in this statement was not incorporated into the contract; or • certain changes occur in relation to the strata company, the strata/survey-strata plan or the common property (as set out in section 69C(3) of the <i>Strata Titles Act 1985</i> and mentioned in Form 29) before settlement and you have not been given notice in writing of those changes. <p>4. Your right to terminate the contract is restricted if this statement or notification of any changes was given at any time before settlement.</p> <p>5. If you are uncertain as to any of these matters you should obtain independent advice from a lawyer or other expert before signing any offer to purchase, accepting an offer to sell or entering into a contract to purchase the lot.</p>

PART 1 — COMPULSORY DISCLOSURE OF INFORMATION BY EVERY VENDOR

Particulars of purchaser and strata company

Description of lot to be sold: lot. 35 on *strata/survey-strata plan no. 79744

Street address of lot. 5 Selby Place, Webberton, Western Australia

Name of prospective purchaser(s) DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]

Purchaser's address. 55 Mosedale Loop, WAIKIKI WA 6169

Name of Scheme (Building) Sun City Mini-Storage

*Address of strata company / name and address of agent

(for obtaining section 43 certificate or inspection of records of strata company)

BRUEL STRATA MANAGEMENT

83 Strickland Street, Swanbourne WA 6010

Contact person (if known) Jamie Daniel Telephone. (08) 9385 2817

(*Delete whichever is inapplicable)

Information in relation to Lot, Strata/Survey-strata scheme

The following documents must be attached to this statement:

1. A copy of Form 29 entitled "Buying and Selling a Strata Titled Lot".

The standard by-laws are set out in or attached to Form 29.

See Attachment No. 1.

2. A copy of the registered or proposed strata/survey-strata plan with the lot to be purchased clearly identified and drawing attention to any information on the plan which relates especially to the lot.

See Attachment No. 2.

3. A statement of the unit entitlement or proposed unit entitlement of all lots in the scheme or proposed scheme and the aggregate or proposed aggregate unit entitlement. This statement may be —

- included in the attached copy of the registered or proposed strata/survey-strata plan — see Attachment No. 2; or
- a separate statement — see Attachment No. 3.

4. A copy of all non-standard strata company by-laws —

- in the case of an existing scheme, that have been recorded on the strata/survey-strata plan or have been passed by the strata company within the previous 3 months and not yet recorded on the strata/survey-strata plan; or
- in the case of a proposed scheme, that are proposed to apply to the scheme,

including, where applicable, a Schedule 2A Management Statement.

See Attachment No.

PART 2 — DISCLOSURE BY ORIGINAL PROPRIETOR WHEN STRATA LOT SOLD FOR FIRST TIME

Part 2 must be completed only where the original proprietor is the vendor and —

- the strata titled lot being purchased is on a strata/survey-strata plan that has not been registered; or
- if the first annual general meeting of the strata company has not been held by the original proprietor; or
- if the original proprietor is the owner of 50% or more of the lots in the strata/survey-strata scheme; or
- if the original proprietor has 50% or more of the aggregate unit entitlement in the strata/survey-strata scheme.

Additional information in relation to strata/survey-strata scheme

1. Agreements for provision of amenities, management or other services

Have either of the strata company or the original proprietor entered into, or propose to enter into, any management agreement, service or maintenance agreement or other agreement for the provision of any amenity or service to the strata company or to any part of the common property or any lot?

YES NO

If yes —

- give details of the terms and conditions of every such agreement, the consideration for it and the estimated costs to the proprietor of the lot.

Refer to the 'Storage Units Management Agreement' which forms part of the Contract

.....
.....

OR

- attach copies of the agreements — see Attachment No.

2. Pecuniary interest in agreements

Does the original proprietor have any direct or indirect pecuniary interest, other than as a proprietor of a lot, in any of the agreements referred to in question 1?

YES NO

If yes —

- give details of the pecuniary interest(s) The Original Proprietor is the Manager named in the Storage Units Management Agreement

.....
.....

OR

- attach details — see Attachment No.

3. Estimated strata company receipts and expenditure

Attach a copy of the estimated receipts and expenditure of the strata company for the 12 month period from the later of —

- the day of registration of the strata/survey-strata plan; ~~or~~
- ~~the day of the last Annual General Meeting or, if none has been held during the 15 months preceding the date of the contract, from the settlement date stated in the contract.~~

See Attachment No. SP79744 – 5 Selby Place – Levy Schedule

4. Administrative fund of the strata company

Is there an administrative fund or proposed administrative fund?

YES NO

If yes, the contribution or proposed contribution for the Lot, under section 36(1) of the *Strata Titles Act 1985*, is \$ 1867.20 per annum, which is payable —

- annually
- by half-yearly instalments of \$
- by quarterly instalments of \$ 466.80
- otherwise (please specify)

5. Reserve fund of the strata company

Is there a reserve fund or a proposed reserve fund?

YES NO

If yes, the amount of the contribution or proposed contribution for the Lot, under section 36(2) of the *Strata Titles Act 1985*, is \$ 77.80 per annum, which is payable —

- annually
- by half-yearly instalments of \$
- by quarterly instalments of \$ 19.45
- otherwise (please specify)

6. Proposed lease, licence, exclusive use or special privilege

Have either of the strata company or the original proprietor granted or propose to grant any lease, licence, right of exclusive use or special privilege over the common property or any part of it to the purchaser or any other person?

YES NO

If yes —

- give details of each lease, licence, right of exclusive use or special privilege, or proposed lease, licence, right of exclusive use or special privilege.
.....
.....

OR

- attach copies of each lease, licence, right of exclusive use or special privilege or proposed lease, licence, right of exclusive use or special privilege — see Attachment No.

PART 3 — ACKNOWLEDGMENT OF RECEIPT OF NOTIFIABLE INFORMATION

Statement by Vendor(s)

Name(s) STORAGE UNIT INVESTMENTS W.A. PTY LTD [ACN 630 342 540]


Address(es) C/- Unit 15, 142 South Terrace, Fremantle WA 6160

*I/We, the Vendor(s), hereby certify that the notifiable information in relation to the Strata lot as described in Part 1 of this form, as required by section 69 of the *Strata Titles Act 1985*, has been given to —

- * the prospective purchaser(s); or
- * the listing agent to provide it to the prospective purchaser(s),

before the offer or contract to purchase this property was signed by the purchaser.

*I/We authorise the prospective purchaser(s) to inspect the records of the strata company.

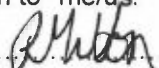
Vendor(s) signature(s) 

Date 10 / 12 / 2020

(*Delete whichever is inapplicable)

Acknowledgment by prospective purchaser(s)

*I/We, the prospective purchaser(s) described in Part 1 of this form, acknowledge that *I/we have received notifiable information in respect of the lot described in Part 1 of this form and understand that the disclosure given by the vendor(s) or by the selling agent is not an offer or a contract to purchase a strata titled lot, but only provides information to *me/us.

Prospective purchaser(s) signature(s) 

Date 11 / 12 / 2020

(*Delete whichever is inapplicable)

Statement by selling agent

I,(name of agent),

of(name of firm),

as selling agent, hereby certify that the notifiable information for this property, as provided by the vendor, has been given to the prospective purchaser(s).

Selling agent's signature

Date

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

1. Duties of proprietor, occupier, etc.

- (1) A proprietor shall-
- (a) forthwith carry out all work that may be ordered by any competent public or local government authority in respect of his lot other than such work as may be for the benefit of the building generally and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his lot;
 - (b) repair and maintain his lot, and keep it in a state of good repair, reasonable wear and tear, and damage by fire, storm, tempest or act of God excepted.
- (1a) A proprietor shall-
- (a) notify the strata company forthwith upon any change of ownership, including in the notice an address of the proprietor for service of notices and other documents under this Act; and
 - (b) if required in writing by the strata company, notify the strata company of any mortgage or other dealing in connection with his lot, including in the case of a lease of a lot, the name of the lessee and the term of the lease.
- (2) A proprietor, occupier or other resident of a lot shall-
- (a) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other proprietors, occupier or residents, or of their visitors; and
 - (b) not use the lot or permit it to be used in such manner or for such purpose as causes a nuisance to any occupier of another lot (whether a proprietor or not) or the family of such an occupier;
 - (c) take all reasonable steps to ensure that his visitors do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor, occupier, or other resident of another lot or of any person lawfully using common property; and
 - (d) take all reasonable steps to ensure that his visitors comply with the by-laws of the strata company relating to the parking of motor vehicles.

2. Power of proprietor to decorate etc.

A proprietor may, without obtaining the consent of the strata company, paint, wallpaper or otherwise decorate the structure which forms the inner surface of the boundary of his lot or affix locking devices, fly screens, furnishings, furniture, carpets and other similar things to that surface, if and so long as such action does not unreasonably damage the common property.

3. Power of strata company regarding sub meters

- (1) Where the supply of gas or electricity to a lot is regulated by means of a sub meter, the strata company may require the proprietor or other occupier of the lot to pay the strata company by way of security for the payment of charges arising through the sub meter an amount not exceeding \$200.0

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

and, if any amount so paid is applied by the strata company under sub-by-law (2), to pay such further amount or amounts by way of such security as may be necessary to maintain the amount of the security as, subject to this sub-by-law, the strata company may require.

- (2) The Strata Company shall lodge every sum received under this by-law to the credit of an interest-bearing account with a savings bank or building society and all interest accruing in respect of amount so received shall, subject to this by-law, be held on trust for the proprietor or occupier who made the payment.
- (3) If the proprietor or other occupier of a lot in respect of which a sub meter is used for the supply of gas or electricity refuses or fails to pay any charges due for the supply of gas or electricity to that lot, the strata company may apply in payment of those charges all, or such part as is necessary, of any amount paid to the strata company by that proprietor or occupier under this by-law, including any interest that may have accrued in respect of that amount.
- (4) Where a person who has paid an amount under this by-law to a strata company satisfies the strata company that he is no longer the proprietor or occupier of a lot and that the strata company no longer has any liability or contingent liability for the supply of gas or electricity to that lot during the period when that person was a proprietor or occupier of the lot, the strata company shall refund to that person the amount then held on his behalf under this by-law.

4. Constitution of the council

- (1) The powers and duties of the strata company shall, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of the council at which a quorum is present shall be competent to exercise all or any of the authorities, functions or powers of the council.
- (2) Until the first annual general meeting of the strata company, the proprietors of all the lots shall constitute the council.
- (3) Where there are not more than 3 proprietors the council shall consist of all proprietors and where there are more than 3 proprietors the council shall consist of not less than 3 nor more than 7 proprietors as determined by the strata company.
- (4) Where there are more than 3 proprietors the members of the council shall be elected at each annual general meeting of the strata company or, if the number of proprietors increase to more than 3, at an extraordinary general meeting convened for the purpose.
- (5) In determining the number of proprietors for the purposes of this by-law, co-proprietors of a lot or more than one lot shall be deemed to be one proprietor and a person who owns more than one lot shall also be deemed to be one proprietor.
- (6) If there are co-proprietors of a lot, one only of the co-proprietors shall be eligible to be, or to be elected to be, a member of the council and the co-proprietor who is so eligible shall be nominated by his co-proprietors, but if

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

the co-proprietors fail to agree on a nominee, the co-proprietor who owns the largest share of the lot shall be the nominee or if there is no co-proprietor who owns the largest share of the lot, the co-proprietors whose name appears first in the certificate of title for the lot shall be the nominee.

- (7) On an election of members of the council, a proprietor shall have one vote in respect of each lot owned by him.
- (8) Except where the council consists of all the proprietors, the strata company may by special resolution remove any member of the council before the expiration of his term of office.
- (9) A member of the council vacates his office as a member of the council-
 - (a) if he dies or ceases to be a proprietor or a co-proprietor of a lot;
 - (b) upon receipt by the strata company of notice in writing of his resignation from the office of member;
 - (c) at the conclusion of an annual general meeting of the strata company at which an election of members of the council takes place and at which he is not elected or re-elected;
 - (d) in a case where he is a members of the council by reason of there being not more than 3 proprietors, upon election of members of the council (as a result of there being an increase in the number of proprietors to more than 3) at which he is not elected; or
 - (e) where he is removed from office under sub-by-law (8) of this by-law.
- (10) Any casual vacancy on the council may be filled by the remaining members of the council, except that, in case where a casual vacancy arises because of the removal from office of a member under sub-by-law (8), the strata company may resolve that the casual vacancy shall be filled by the strata company at a general meeting.
- (11) Except where there is only one proprietor, a quorum of the council shall be 2 where the council consists of 3 or 4 members; 3, where it consists of 5 or 6 members and 4, where it consists of 7 members.
- (12) The continuing members of the council may act notwithstanding any vacancy in the council, but so long as the number of members is reduced below the number fixed by these by-laws as the quorum of the council, the continuing members or member of the council may act for the purpose of increasing the number of members of the council or convening a general meeting of the strata company, but for no other purpose.
- (13) All acts done in good faith by the council shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment or continuance in office of any member of the council, be as valid as if that member had been duly appointed or had duly continued in office.

5. Election of council

The proceeding for nomination and election of members of a council shall be in accordance with the following rules-

- (1) The meeting shall determine, in accordance with the requirements of by-law 4 (3) of Part 1 the number of persons of whom the council shall consist.

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

- (2) The chairman shall call upon those persons present and entitled to nominate candidates to nominate candidates for election to the council.
- (3) A nomination is ineffective unless supported by the consent of the nominee to his nomination, given -
 - (a) in writing, and furnished to the chairman at the meeting; or
 - (b) orally by a nominee who is present at the meeting.
- (4) Where no further nominations are forthcoming, the chairman-
 - (a) where the number of candidates equals the number of members of the council determined in accordance with the requirements of by-law 4 (3) of Part 1, shall declare those candidates to be elected as members of the council;
 - (b) where the number of candidates exceeds the number of members of the council as so determined, shall direct that a ballot be held.
- (5) If a ballot is to be held, the chairman shall-
 - (a) announce the names of the candidates; and
 - (b) cause to be furnished to each person present and entitled to vote a blank paper in respect of each lot in respect of which he is entitled to vote for use as a ballot-paper.
- (6) A person who is entitled to vote shall complete a valid ballot paper by-
 - (a) writing thereon the names of candidates, equal in number to the number of members of the council so that no name is repeated;
 - (b) indicating thereon the number of each lot in respect of which his vote is cast and whether he so votes as proprietor or first mortgagee of each such lot or as proxy of the proprietor or first mortgagee;
 - (c) signing the ballot-paper; and
 - (d) returning it to the chairman.
- (7) The chairman, or a person appointed by him, shall count the votes recorded on valid ballot papers in favour of each candidate.
- (8) Subject to rule (9), candidates, being equal in number to the number of members of the council determined in accordance with by-law 4 (3) of Part 1, who receive the highest numbers of votes shall be declared elected to the council.
- (9) Where the number of votes recorded in favour of any other candidate is the lowest of the numbers of votes referred to in rule (8) and -
 - (a) that number equals the number of votes recorded in favour of any other candidate; and
 - (b) if each of those candidates were to be declared elected the number of persons elected would exceed the number of persons required to be elected.

as between those candidates, the election shall be decided by a show of hands of those present and entitled to votes.

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

6. Chairman, secretary and treasurer of council

- (1) The members of a council shall, at the first meeting of the council after they assume office as such members, appoint a chairman, a secretary and a treasurer of the council.
- (2) A person –
 - (a) shall not be appointed to an office referred to in sub-by-law (1) of this by-law unless he is a member of the council; and
 - (b) may be appointed to one or more of those offices.
- (3) A person appointed to an office referred to in sub-by-law (1) of this by-law shall hold office until-
 - (a) he ceases to be a member of the council;
 - (b) receipt by the strata company of notice in writing of his resignation from that office; or
 - (c) another person is appointed by the council to hold that office,whichever first happens.
- (4) The chairman shall preside at all meetings of the council at which he is present and, if he is absent from any meeting, the members of the council present at the meeting shall appoint one of their number to preside at the meeting during the absence of the chairman.

7. Chairman, secretary and treasurer of strata company

- (1) Subject to sub-by-law (2), the chairman, secretary and treasurer of the council are also respectively the chairman, secretary and treasurer of the strata company.
- (2) A strata company may at a general meeting authorize a person who is not a proprietor to act as the chairman of the strata company for the purpose of that meeting.
- (3) A person appointed under sub-by-law (2) may act until the end of the meeting for which he was appointed to act.

8. Meetings of council

- (1) At meetings of the council, all matters shall be determined by a simple majority vote.
- (2) The council may –
 - (a) meet together for the conduct of business and adjourn and otherwise regulate its meeting as it thinks fit, but the council shall meet when any member of the council gives to the other members not less than 7 days' notice of a meeting proposed by him, specifying the notice the reason from calling the meeting;
 - (b) employ on behalf of the strata company such agents and employees as it thinks fit in connection with the control and management of the

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

common property and the exercise and performance of the powers and duties of the strata company;

- (c) subject to any restriction imposed or direction given at a general meeting of the strata company, delegate to one or more of its members such of its powers and duties as it thinks fit, and at any time revoke the delegation.
- (3) A member of a council may appoint a proprietor, or an individual authorized under section 45 of the Act by a corporation which is a proprietor, to act in his place as a member of the council at any meeting of the council and any proprietor or individual so appointed shall, when so acting, be deemed to be a member of the council.
- (4) A proprietor or individual may be appointed under sub-by-law (3) of this by-law whether or not he is a member of the council.
- (5) If a person appointed under sub-by-law (3) of this by-law is a member of the council he may, at any meeting of the council, separate vote in his capacity as a member and on behalf of the member in whose place he has been appointed to act.
- (6) The council shall keep minutes of its proceedings.

9. Powers and duties of secretary of strata company

The powers and duties of the secretary of a strata company include-

- (a) the preparation and distribution of minutes of meetings of the strata company and the submission of a motion for confirmation of the minutes of any meeting of the strata company at the next such meeting;
- (b) the giving on behalf of the strata company and of the council of the notices required to be given under the Act;
- (c) the supply of information on behalf of the strata company in accordance with section 43 (1) (a) and (b) of the Act.
- (d) the answering of communications addressed to the strata company;
- (e) the calling of nominations of candidates for election as members of the council; and
- (f) subject to sections 49 and 103 of the Act the convening of meeting of the strata company and of the council.

10. Power and duties of treasurer of strata company

The powers and duties of the treasurer of the strata company include -

- (a) the notifying of proprietors of any contributions levies pursuant to the Act;
- (b) the receipt, acknowledgment and banking of and the accounting for any money paid to the strata company.
- (c) the preparation of any certificate applied for under section 43 of the Act; and
- (d) the keeping of the books of account referred to in section 35 (1) (f) of the Act and the preparation of the statement of accounts referred to in section 35 (1) (g) of the Act.

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

11. General meetings of strata company

- (1) General meetings of the strata company shall be held once in each year and so that not more than 15 months shall elapse between the date of one annual general meeting and that of the next.
- (2) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- (3) The council may whenever it thinks fit and shall upon a requisition in writing made by proprietors entitled to a quarter or more of the aggregate unit entitlement of the lots convene an extraordinary general meeting.
- (4) If the council does not within 21 days after the date of the making of a requisition under this by-law proceed to convene an extraordinary general meeting, the requisitionists, or any of them representing more than on-half of the aggregate unit entitlement of all of them, may themselves, in the same manner as nearly as possible as that in which meetings are to be convened by the council, convene an extraordinary general meeting, but any meeting so convened shall not be held after the expiration of 3 months from the date on which the requisition was made.
- (5) Not less than 14 days' notice of every general meeting specifying the place, the date and the hour of meeting and in case of special business the general nature of that business, shall be given to all proprietors and registered first mortgages who have notified their interest to the strata company, but accidental omission to give the notice to any proprietor or to any registered first mortgagee or non-receipt of the notice by any proprietor or by any registered first mortgagee does not invalidate any proceedings at any such meeting.
- (6) If a proprietor gives notice in writing to the secretary of an item of business that the proprietor requires to be included on the agenda for the next general meeting of the strata company, the secretary shall include that item on the agenda accordingly and shall give notice of that item as an item of special business in accordance with sub-by-law (5) of this by-law.

12. Proceedings at general meetings

- (1) All business shall be deemed special that is transacted at an annual general meeting, with the exception of the consideration of accounts and election of members to the council, or at an extraordinary general meeting.
- (2) Except as otherwise provided in these by-laws, no business may be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.
- (4) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of proprietors, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week at the same place and time and if at the adjourned meeting a quorum is not present within half and hour from the

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

time appointed for the meeting, the persons entitled to vote and present constitute a quorum.

- a) Sub-bylaws (3) and (4) do not apply to a general meeting of a strata company referred to in section 50B.
- (5) The chairman, may with the consent of the meeting, adjourn any general meeting from time to time and from place to place but no business may be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (6) Except where otherwise required by or under the Act, resolution may be passed at a general meeting by a simple majority vote.
- (7) At any general meeting a resolution by the vote of the meeting shall be decided on a show of hands unless a poll is demanded by any proprietor present in person or by proxy.
- (8) Unless a poll be so demanded a declaration by the chairman that a resolution has on the show of hands been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.
- (9) A demand for a poll may be withdrawn.
- (10) A poll if demanded shall be taken in such manner as the chairman thinks fit and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.
- (11) In the case of equality in the votes whether on a show of hands or on a poll, the question is determined in the negative.

13. Restriction on moving motion or nominating candidate

A person is not entitled to move a motion at a general meeting or to nominate a candidate for election as a member of the council unless the person is entitled to vote on the motion or at the election.

14. Votes of proprietors

- (1) On a show of hands each proprietor has one vote
- (2) On a poll the proprietors have the same number of votes as the unit entitlements of their respective lots.
- (3) On a show of hands or on a poll votes may be given either personally or by duly appointed proxy.
- (4) An instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney and may be either general or for a particular meeting.
- (5) A proxy need not be a proprietor

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 1

- (6) Except in cases where by or under the Act a unanimous resolution is required, no proprietor is entitled to vote at any general meeting unless all contributions payable in respect of his lot have been duly paid and any other moneys recoverable under the Act by the strata company from him at the date of the notice given to proprietors of the meeting have been duly paid before the commencement of the meeting.
- (7) Co-proprietors may vote by proxy jointly appointed by them and in the absence of such a proxy are not entitled to vote on a show of hands, except when the unanimous resolution of proprietors is required by the Act.
- (8) On any poll each co-proprietor is entitled to such part of the vote applicable to a lot as is proportionate to his interest in the lot.
- (9) The joint proxy (if any) on a poll has a vote proportionate to the interest in the lot of such of the joint proprietors as do not vote personally or by individual proxy.

15. Common Seal

- (1) The common seal of the strata company shall at no time be used except by authority of the council previously given in the presence of the members of the council or at least 2 members of the council, who shall sign every instrument to which the seal is affixed, but where there is only one member of the strata company his signature shall be sufficient for the purpose of this by-law.
- (2) The council shall make provision for the safe custody of the common seal.

STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 2

1. Vehicles

A proprietor, occupier, or other resident of a lot shall not park or stand any motor or other vehicle upon common property except with the written approval of the strata company.

2. Obstruction of Common property

A proprietor, occupier, or other resident of a lot shall not obstruct lawful use of common property by any person.

3. Damage to lawns, etc., on common property

Except with the approval of the strata company, a proprietor, occupier, or other resident of a lot shall not-

- (a) damage any lawn, garden, tree, shrub, plant or flower upon common property;
or
- (b) use any portion of the common property for his own purposes as a garden.

4. Behaviour of proprietors and occupiers

A proprietor, occupier, or other resident of a lot shall be adequately clothed when upon common property and shall not use language or behave in a manner likely to cause offence or embarrassment to the proprietor, occupier, or other resident of another lot or to any person lawfully using common property.

5. Children playing upon common property in building

A proprietor, occupier, or other resident of a lot shall not permit any child of whom he has control to play upon common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain upon common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

6. Depositing rubbish, etc., on common property

A proprietor, occupier, or other resident of a lot shall not deposit or throw upon that lot or any other lot or the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of another proprietor, occupier or resident or of any person lawfully using the common property.

7. Drying of laundry items

A proprietor, occupier, or other resident of a lot shall not, except with consent in writing of the strata company -

- (a) hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than for a reasonable period on any lines provided by the strata company for the purpose;
or
- (b) display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.

8. Storage of inflammable liquids, etc.

A proprietor, occupier, or other resident of a lot shall not, except with the approval in writing of the strata company, use or store upon the lot or upon the common

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STRATA TITLES ACT 1985 (AS AMENDED)
SCHEDULE 2

property any inflammable chemical, liquid or gas or other inflammable material, other than chemicals, liquids, gases or other materials used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

9. Moving furniture etc., on or through common property

A proprietor, occupier, or other resident of a lot shall not transport any furniture or large object through or upon common property within the building unless he has first given to the council sufficient notice of his intention to do so to enable the council to arrange for its nominee to be present at the time when he does so.

10. Floor coverings

A proprietor of a lot shall ensure that all floor space within the lot (other than that comprising kitchen, laundry, lavatory or bathroom) is covered or otherwise treated to an extent sufficient to prevent the transmission therefrom of noise likely to disturb the peaceful enjoyment of the proprietor, occupier or other resident of another lot.

11. Garbage disposal

A proprietor or occupier of a lot -

- (a) shall maintain within his lot, or on such part of the common property as may be authorized by the strata company, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local government authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the proprietor, occupier or other resident of any other lot is not adversely affected by his disposal of garbage.

12. Additional duties of proprietors, occupiers, etc.

A proprietor, occupier or other resident shall not -

- (a) use the lot that he owns, occupies or resides in for any purpose that may be illegal or injurious to the reputation of the building;
- (b) make undue noise in or about any lot or common property; or
- (c) keep any animals on the lot that he owns, occupies or resides in or the common property after notice in that behalf given to him by the council.

13. Notice of alteration to lot


A proprietor of a lot shall not alter the structure of the lot except as may be permitted and provided for under the Act and the by-laws and in any event shall not alter the structure of the lot without giving to the strata company, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.

14. Appearance of lot

A proprietor, occupier or other resident of a lot shall not, without the written consent of the strata company, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

STRATA PLAN
79744
SHEET 3 OF 3 SHEETS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENT


Shane Simons
2019.11.14
17:14:47 +08'00'
2019.021.20056
LICENSED SURVEYOR

STRATA PLAN No. 79744							
Schedule of Unit Entitlement		Office Use Only		Schedule of Unit Entitlement		Office Use Only	
		Current Cs of Title				Current Cs of Title	
Lot No,	Unit Entitlement	Vol.	Fol.	Lot No,	Unit Entitlement	Vol.	Fol.
1	196			28	202		
2	195			29	202		
3	195			30	218		
4	195			31	389		
5	195			32	210		
6	195			33	210		
7	195			34	210		
8	195			35	389		
9	195			36	218		
10	195			37	202		
11	218			38	195		
12	389			39	195		
13	210			40	125		
14	210			41	125		
15	210			42	125		
16	389			43	125		
17	218			44	195		
18	202			45	195		
19	202			46	202		
20	202			47	187		
21	202			48	187		
22	125			49	187		
23	125						
24	125						
25	125						
26	202						
27	202						

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Continued Overleaf

FORM 5

Strata Titles Act 1985

Sections 5B(1), 8A, 22(1)

STRATA PLAN No. 79744

DESCRIPTION OF PARCEL & BUILDING

**FOURTY NINE BRICK & METAL CONSTRUCTED STORAGE UNITS
UPON LOT 16 ON D 75781**

**ADDRESS OF PARCEL: 6 SELBY PLACE WEBBERTON
CERTIFICATE OF LICENSED SURVEYOR**

I, Shane Bruce SIMONS, being a licensed surveyor registered under the *Licensed Surveyors Act 1909* certify that in respect of the strata plan which relates to the parcel and building described above (in this certificate called "the plan"): —

- (a) each lot that is not wholly within a building shown on the plan is within the external surface boundaries of the parcel; and either
- *(b) each building shown on the plan is within the external surface boundaries of the parcel; or
- ~~*(c) in a case where a part of a wall or building, or material attached to a wall or building, encroaches beyond the external surface boundaries of the parcel —~~
 - ~~(i) all lots shown on the plan are within the external surface boundaries of the parcel;~~
 - ~~(ii) the plan clearly indicates the existence of the encroachment and its nature and extent; and~~
 - ~~(iii) where the encroachment is not on to a public road, street or way, that an appropriate easement has been granted and will be lodged with the Registrar of Titles to enable it to be registered as an appurtenance of the parcel; and~~
- ~~*(d) if the plan is a plan of re-subdivision, it complies with Schedule 1 by law(s) no(s) _____ on Strata Plan No. _____ registered in respect of (name of scheme) or sufficiently complies with that/those by law(s) in a way that is allowed by regulation 36 of the *Strata Titles General Regulations 1996*.~~



Shane Simons
2019.10.31 13:36:58 +08'00'
2019.021.20049

.....
Licensed Surveyor

.....
Date

*Delete if inapplicable

Occupancy permit – strata

Building Act 2011, section 50, 61
Building Regulations 2012, regulation 4

Permit number
190856

This form is for the purposes of the *Building Act 2011*, section 50 and the *Strata Titles Act 1985*, section 5B(2)(a) and 8A(f)(i).

1. Details of building or structure

Property street address (provide lot number where street number is not known)	Unit no	Street no 6	Level	Lot no 16
	Street name SELBY		Street type PLACE	Street suffix PL
	Suburb WEBBERTON		State WA	Postcode 6530
Certificate of title	Volume 2747		Folio 115	
Lot(s) on survey	LOT 16 ON D 75781			
Strata plan number	79744 (SHEETS 1-3 OF 3)		Land being re-subdivided (if applicable)	
Description of building	STORAGE UNITS			
	Main BCA class CLASS 7B		Secondary BCA class (for multi-purpose buildings)	
BCA class of the building				
Use(s) of the building	STORAGE UNITS		Each restriction on use (if applicable)	
			N/A	

2. Permit details

This occupancy permit strata is for: Whole of building Part of building


Details

Class 7b single storey buildings containing sole occupancy units for storage.

Western Australian Planning Commission approval required? Yes No

All requirements including those for encroachments under section 76 of the *Building Act 2011*, in addition to those covered in the certificate of building compliance, have been met to the satisfaction of the permit authority.

This occupancy permit strata is for the purpose of lodging a strata plan for registration or to re-subdivide a strata scheme under the *Strata Titles Act 1985*.

Issuing officer	Name Lloyd Evans	Job title Building Surveyor
	Signature 	Date 13/11/2019
Permit authority	The City of Greater Geraldton	

FORM 26

Local Government Ref.

WAPC Ref.

STRATA PLAN NO 79744

Strata Titles Act 1985

Sections 25(1), 25(4)

CERTIFICATE OF GRANT OF APPROVAL BY WESTERN AUSTRALIAN PLANNING COMMISSION TO STRATA PLAN

It is hereby certified that the approval of the Western Australian Planning Commission has been granted pursuant to section 25(1) of the Strata Titles Act 1985 to —

(i) the *Strata Plan/~~plan of re-subdivision/plan of consolidation~~ submitted on 16-Sep-19 and relating to the property described below;

(ii) ~~the sketch submitted on _____ of the proposed *subdivision of the property described below into lots on a Strata Plan/re-subdivision / consolidation of the lots on the Strata Plan specified below, subject to the following conditions —~~

Property Description: Lot (or Strata Plan) No. LOT 16 ON D 75781
Location 6 SELBY PLACE
Locality WEBBERTON
Local Government CITY OF GREATER GERALDTON

Lodged by: Total Project Consultants
Date: 16-Sep-19

[Signature] R. MCKIM CEO

For Chairman, Western Australian Planning Commission

28/10/19
Date

(*To be deleted as appropriate.)

Delegated Under Section 16(3)(e) Planning & Development Act 2005

FORM 8

ANNEXURE 'A' OF STRATA PLAN NO.	79744	REGISTRAR OF TITLES
SCHEDULE OF DEALINGS		

Dealings registered or recorded on Survey-Strata Plan	Instrument				Signature of Registrar of Titles
	Nature	Number	Registered	Time	

SCHEDULE OF ENCUMBRANCES ETC.

Instrument		Particulars	Registered	Signature of Registrar of Titles	Cancellation				Signature of Registrar of Titles
Nature	Number				Nature	Number	Registered	Time	

Note: Entries may be affected by subsequent endorsements.

The Owners of 6 Selby Place, Webberton, 6530

Strata Plan 79744

Proposed Expenditure Budget - First year after registration of strata plan

	Item	Total Amount	Notes
1	Accounting Fee	\$ 220.00	(Inc GST)
2	Common Seal	\$ 40.00	
3	CCTV Maintenance	\$ 350.00	
4	Electricity Usage - Common	\$ 2,500.00	
5	Fire Maintenance	\$ 550.00	
6	Gardening	\$ 2,800.00	
7	Gutter Cleaning/Repairs	\$ 1,000.00	
8	Insurance	\$ 5,200.00	
9	Internet Fees	\$ 660.00	
10	Keys	\$ 500.00	
11	M&R - General	\$ 3,200.00	
12	Management Fee	\$ 15,100.00	(Inc GST)
13	Tax Returns	\$ 120.00	(Inc GST)
14	Water Usage - Common	\$ 2,500.00	
15	Working Capital	\$ 1,260.00	
	Total	\$ 36,000.00	
Bruel Strata Management - 03/07/2019			

RM

The Owners of 6 Selby Place, Webberon, 6530						
Strata Plan 79744						
Proposed Levies - Due & Payable the first month the Strata Plan is Registered						
Administrative Fund Budget				Reserve Fund Budget		
Estimated Income:		\$ 48,000.00		Estimated Income:		\$ 2,000.00
Amount Per UE		\$ 1.20		Amount Per UE		\$ 0.05
Lot	U/E	Annual Administrative Levy	Quarterly Administrative Levy	Annual Reserve Levy	Quarterly Reserve Levy	Combined Quarterly Levy
1	196	\$ 940.80	\$ 235.20	\$ 39.20	\$ 9.80	\$ 245.00
2	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
3	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
4	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
5	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
6	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
7	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
8	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
9	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
10	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
11	218	\$ 1,046.40	\$ 261.60	\$ 43.60	\$ 10.90	\$ 272.50
12	389	\$ 1,867.20	\$ 466.80	\$ 77.80	\$ 19.45	\$ 486.25
13	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
14	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
15	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
16	389	\$ 1,867.20	\$ 466.80	\$ 77.80	\$ 19.45	\$ 486.25
17	218	\$ 1,046.40	\$ 261.60	\$ 43.60	\$ 10.90	\$ 272.50
18	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
19	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
20	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
21	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
22	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
23	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
24	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
25	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
26	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
27	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
28	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
29	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
30	218	\$ 1,046.40	\$ 261.60	\$ 43.60	\$ 10.90	\$ 272.50
31	389	\$ 1,867.20	\$ 466.80	\$ 77.80	\$ 19.45	\$ 486.25
32	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
33	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
34	210	\$ 1,008.00	\$ 252.00	\$ 42.00	\$ 10.50	\$ 262.50
35	389	\$ 1,867.20	\$ 466.80	\$ 77.80	\$ 19.45	\$ 486.25
36	218	\$ 1,046.40	\$ 261.60	\$ 43.60	\$ 10.90	\$ 272.50
37	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
38	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
39	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
40	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
41	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
42	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
43	125	\$ 600.00	\$ 150.00	\$ 25.00	\$ 6.25	\$ 156.25
44	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
45	195	\$ 936.00	\$ 234.00	\$ 39.00	\$ 9.75	\$ 243.75
46	202	\$ 969.60	\$ 242.40	\$ 40.40	\$ 10.10	\$ 252.50
47	187	\$ 897.60	\$ 224.40	\$ 37.40	\$ 9.35	\$ 233.75
48	187	\$ 897.60	\$ 224.40	\$ 37.40	\$ 9.35	\$ 233.75
49	187	\$ 897.60	\$ 224.40	\$ 37.40	\$ 9.35	\$ 233.75
10000		\$ 48,000.00	\$ 12,000.00	\$ 2,000.00	\$ 500.00	\$ 12,500.00

RM

2018 General Conditions

**JOINT FORM
OF
GENERAL
CONDITIONS
FOR THE
SALE OF
LAND**

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1 Deposit

1.1 Payment

Subject to clause 1.3, the Buyer must pay the Deposit to:

- (a) the Seller Agent; or
- (b) the Seller Representative; or
- (c) if the Seller has not appointed a Seller Agent or a Seller Representative, the Seller.

1.2 Deposit Holder - Stakeholder

- (a) Subject to this clause 1.2, if the Deposit is paid to a Deposit Holder, the Deposit Holder must hold the Deposit as stakeholder.
- (b) If a Party contends that:
 - (1) the Contract has been terminated; and
 - (2) that Party is entitled to payment of the Deposit, the following provisions of this clause 1.2 apply.
- (c) The Deposit Claimant must:
 - (1) serve on the Deposit Holder and the Deposit Respondent the Deposit Holder Notice; and
 - (2) provide proof to the Deposit Holder of the service of the Deposit Holder Notice on the Deposit Respondent.
- (d) Unless the Deposit Respondent serves a Notice on the Deposit Holder in accordance with subclause (c), the Deposit Holder must after:
 - (1) the expiry of 8 Business Days after the last to occur of service of the Deposit Holder Notice on the Deposit Respondent and the Deposit Holder; and
 - (2) the Deposit Holder has received proof as required by subclause (c) that the Deposit Holder Notice has been served on the Deposit Respondent, pay the Deposit to the Deposit Claimant.
- (e) The Deposit Respondent may, within 5 Business Days after service on the Deposit Respondent of the Deposit Holder Notice, serve a Notice on the Deposit Holder and the Deposit Claimant:
 - (1) stating that the Deposit Respondent disputes that the Deposit Claimant is entitled to receive the Deposit; and
 - (2) specifying the reasons why the Deposit Respondent contends that the Deposit Claimant is not entitled to receive the Deposit.
- (f) If the Deposit Respondent serves a Notice on the Deposit Holder and the Deposit Claimant under subclause (e), the Deposit Holder may:
 - (1) obtain legal advice as to the action to be taken by the Deposit Holder;
 - (2) institute interpleader proceedings in a court; and
 - (3) deduct from the Deposit the legal cost and expense incurred by the Deposit Holder in connection with obtaining that legal advice and those interpleader proceedings.
- (g) Each Party:
 - (1) directs the Deposit Holder to comply; and
 - (2) releases the Deposit Holder from liability for complying, with this clause 1.2.
- (h) Payment by the Deposit Holder of the Deposit in accordance with:
 - (1) subclause (d); or
 - (2) interpleader proceedings referred to in subclause (f)(2)discharges the Deposit Holder from any further liability in respect to the Deposit.
- (i) The failure by a Party to serve a Deposit Holder Notice or a Notice under subclause (e):
 - (1) does not affect; and
 - (2) is not treated as a waiver of, any right as between the Parties.
- (j) In this clause 1.2, a reference to the Deposit includes:
 - (1) any money in addition to the Deposit, paid to the Deposit Holder by the Buyer in accordance with the Contract; and
 - (2) interest earned on the Deposit or on any other money specified in subclause (j)(1) invested by the Deposit Holder with a Deposit Financial Institution.

1.3 Deposit - Strata Lot

- (a) Subject to clause 1.4, if the Contract relates to the sale of a Proposed Strata Lot in a proposed Strata Scheme, the Deposit must be paid to and held by a Legal Practitioner, Real Estate Agent or Settlement Agent in accordance with the Strata Titles Act until registration of the Strata Plan.
- (b) Subject to clause 1.4, on the registration of the Strata Plan in respect to the proposed Strata Lot, the Deposit is treated as being held in accordance with clause 1.2.

1.4 Deposit - Future Lot Contract

If the Contract is a Future Lot Contract:

- (a) clause 1.1(c) does not apply;
- (b) clauses 1.2 and 1.3 do not apply until the condition in clause 13.9(a)(1) has been satisfied;
- (c) the Deposit or other amount payable by the Buyer under the Contract must be:
 - (1) paid by the Seller to a Deposit Holder specified in the Contract within 2 Business Days after receipt of the payment from the Buyer; and
 - (2) held by the Deposit Holder on trust for the person entitled to receive it under the Contract or the Sale of Land Act; and

(d) the Deposit Holder must comply with the Sale of Land Act.

1.5 Notice of non-payment

If the Buyer:

- (a) does not pay the Deposit in full as required by the Contract; or
- (b) pays the Deposit by cheque and that cheque is dishonoured on presentation,

the Seller may give the Buyer a Notice requiring the Deposit to be paid or the cheque to be honoured within 48 hours of service of the Notice.

1.6 Termination for non-payment

- (a) If a Notice under clause 1.5 is not complied with:
 - (1) the Buyer is in default; and
 - (2) the Seller may terminate the Contract by giving notice of termination to the Buyer.
- (b) Clause 23.1 does not apply if clause 1.5 and this clause 1.6 apply.

1.7 Terms Contract and other right

Clauses 1.5 and 1.6 do not:

- (a) apply if the Contract is a Terms Contract; or
- (b) limit any other right of the Seller.

1.8 Direction to Deposit Holder

Subject to clause 1.1, and unless each Party otherwise agrees in writing, a Party is not entitled to direct the Deposit Holder to pay the Deposit to any person before the Possession Date.

1.9 Investment of Deposit

If requested by the Buyer and permitted by law, the Deposit Holder may pay the Deposit into an interest bearing trust account with a Deposit Financial Institution in the name of the Deposit Holder.

1.10 Interest on Deposit

- (a) Subject to clause 24.8, if the Deposit is invested by the Deposit Holder in an interest bearing account with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest, less:
 - (1) any fees or charges payable to the Financial Institution in respect to the lodgment and withdrawal of the Deposit; and
 - (2) any other amount required to be deducted by the Financial Institution under the Income Tax Act.
- (b) If the Buyer is entitled to interest on the Deposit, the Buyer is not entitled to be paid any interest until Settlement unless otherwise specified in the Contract.

1.11 Payment of Deposit on Settlement

Subject to clause 24, the Strata Titles Act and the Sale of Land Act, each Party authorises the Deposit Holder to pay the Deposit to:

- (a) the Seller at Settlement; or
- (b) the Seller Representative before Settlement, but only for the purpose of enabling Settlement to occur.

1.12 Deduction from Deposit

The Seller irrevocably authorises the Deposit Holder to deduct from the Deposit before it is paid to the Seller or the Seller Representative:

- (a) the selling fee payable to the Seller Agent; and
- (b) all proper expenses payable by the Seller to the Seller Agent in connection with the sale of the Property.

2 Encumbrance

2.1 Noted Encumbrance

The Seller sells the Property free of any Encumbrance except for:

- (a) a Specified Encumbrance; and
- (b) if the Land is a Strata Lot, the interests and notifications specified in clause 10.8.

2.2 Benefit of right over Land

If the Land is entitled to the benefit of a right over other land:

- (a) that benefit is not an Encumbrance; and
- (b) the Land is sold and transferred with that benefit.

2.3 Rate Encumbrance - Unpaid Rate Outgoing

(a) Subject to subclause (b), if at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing:

- (1) if the Rate Encumbrance is registered on the Certificate of Title for the Land, the Seller must provide to the Buyer at Settlement any discharge, withdrawal or other document required to remove the Rate Encumbrance from the Certificate of Title for the Land;
- (2) the Seller must arrange for the Unpaid Rate Outgoing to be paid at Settlement; and
- (3) the Unpaid Rate Outgoing must be apportioned in accordance with clause 7.

(b) If at Settlement the Land is subject to a Rate Encumbrance which arises from an Unpaid Rate Outgoing but the Rate Encumbrance is not registered on the Certificate of Title for the Land, then the Seller is not required to arrange for the Unpaid Rate Outgoing to be paid at Settlement if:

(1) the Seller Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Buyer Representative to:

- (A) deduct from the settlement proceeds due to the Seller or otherwise hold in trust an amount equal to the amount required to pay that Unpaid Rate Outgoing; and
- (B) pay that amount to the relevant Authority immediately following Settlement; or

(2) the Buyer Representative has, not later than 3 Business Days before the Settlement Date, provided a written undertaking to the Seller Representative to:

- (A) hold money in trust from the Buyer at Settlement equal to the amount which is required to pay that Unpaid Rate Outgoing; and
- (B) pay to the relevant Authority immediately following Settlement, that Unpaid Rate Outgoing.

(c) If subclause (b)(1) applies, the Seller is treated as having given an irrevocable authority and direction to the Seller Representative:

- (1) if applicable, to withhold the amount specified in subclause (b)(1) at Settlement; and
- (2) to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

(d) If subclause (b)(2) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Unpaid Rate Outgoing to the relevant Authority immediately after Settlement.

2.4 Land sold subject to easement or restrictive covenant

If on the Contract Date:

(a) the Land is subject to an easement or a restrictive covenant which is not a Specified Encumbrance;

(b) the Land is not vacant land; and

(c) the Land:

- (1) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or
- (2) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(d) the easement or restrictive covenant does not unreasonably affect the use specified in subclause (c)(1) or (c)(2).

the Land is treated as being sold subject to the easement or restrictive covenant and the Buyer has no right to terminate the Contract or to defer or delay Settlement as a result of the easement or restrictive covenant.

2.5 Land sold subject to Title Restriction

(a) If:

(1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;

(2) the Land is vacant land; and

(3) the Buyer:

- (A) was aware; or
- (B) should reasonably have been aware,

of the Title Restriction or the effect of the Title Restriction, before the Contract Date; and

(4) the Title Restriction does not:

- (A) unreasonably affect the proposed use of the Property by the Buyer; or
- (B) materially affect the value of the Property,

the Buyer is treated as having agreed to buy the Property subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

(b) If:

(1) the Land is subject to a Title Restriction, which is not a Specified Encumbrance;

(2) the Land is not vacant land; and

(3) the Land:

- (A) includes a residence or other principal building which was used for a purpose before the Contract Date, which use the Buyer would reasonably be expected to continue after Settlement; or
- (B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(4) the Buyer:

- (A) was aware; or
- (B) reasonably should have been aware,

of the Title Restriction or the effect of the Title Restriction before the Contract Date; and

(5) the Title Restriction does not unreasonably affect the use specified in subclause (b)(3).

the Land is treated as having been sold subject to the Title Restriction and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Title Restriction.

2.6 Land sold subject to Remediated Site Memorial

(a) If:

(1) the Land is a Remediated Site;

(2) a Remediated Site Memorial has been lodged against the Certificate of Title for the Land; and

(3) the Remediated Site Memorial is not a Specified Encumbrance, subclauses (b) and (c) apply.

(b) If:

(1) the Land is vacant land; and

(2) the Restricted Use related to the Remediated Site Memorial does not:

- (A) unreasonably affect the proposed use of the Property by the Buyer; or
- (B) materially affect the value of the Property,

the Buyer is treated as having agreed to buy the Property subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

(c) If:

(1) the Land is not vacant land; and

(2) the Land:

(A) includes a residence or other principal building which was used for a purpose before the Contract Date which use the Buyer would reasonably be expected to continue after Settlement; or

(B) was being used on the Contract Date for a purpose which the Buyer would reasonably be expected to continue after Settlement; and

(3) the Restricted Use related to the Remediated Site Memorial does not unreasonably affect the use specified in subclause (c)(2),

the Land is treated as having been sold subject to the Remediated Site Memorial and the Buyer has no right to terminate the Contract or defer or delay Settlement as a result of the Restricted Use or the Remediated Site Memorial.

2.7 Buyer right to terminate

(a) If:

(1) the Land is subject to an easement, a restrictive covenant, a Remediated Site Memorial or a Title Restriction which is not a Specified Encumbrance; and

(2) the Land is not treated as being sold subject to the easement, restrictive covenant, Remediated Site Memorial or Title Restriction in accordance with clauses 2.4 to 2.6,

the Buyer is entitled at any time up to 3 Business Days before the Settlement Date to terminate the Contract by giving Notice to the Seller.

(b) If the Buyer fails to exercise the right to terminate within 3 Business Days before the Settlement Date in accordance with subclause (a), the Buyer loses the right to terminate under the Contract and at general law.

(c) If the Buyer terminates the Contract in accordance with subclause (a):

(1) the Deposit and any other money paid by the Buyer under the Contract must be promptly repaid to the Buyer;

(2) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;

(3) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and

(4) subject to subclauses (c)(1) to (c)(3), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

2.8 Security Interest

(a) If requested by the Buyer in writing, the Seller must give to the Buyer a reasonable time before Settlement, all information including accurate copies of source documents contemplated by Schedule 1 Part 1 of the PPS Regs sufficient for the Buyer to determine whether the Property Chattels are subject to a security interest to which the PPSA applies.

(b) The Buyer must keep any information and supporting documents provided by the Seller in accordance with clause 2.8(a) secure and confidential (to the extent the information is not publically available) and only use that information to search the PPSR.

(c) If any of the Property Chattels are:

(1) subject to a security interest to which the PPSA applies; and

(2) not property free of the security interest pursuant to Chapter 2 Part 2.5 of the PPSA,

the Seller must:

(3) remove the security interest from the PPSR on or before the Settlement Date; or

(4) provide the Buyer a release of the security interest in a form acceptable to the Buyer (acting reasonably) on or before the Settlement Date; or

(5) otherwise deal with the security interest by written agreement with the Buyer.

3 Settlement

3.1 Preparation of Transfer

The Buyer must arrange for the Transfer to be prepared.

3.2 Delivery to Seller

The Buyer must:

- (a) sign the Transfer; and
- (b) deliver the Transfer to the Seller or the Seller Representative a reasonable time before the Settlement Date.

3.3 Duty

(a) The Buyer must arrange for:

- (1) Duty to be paid on the Contract; and
- (2) the Transfer to be Duty Endorsed at Settlement or, if the Duty has been assessed through Revenue Online, a Certificate of Duty to be given at Settlement.

(b) Following the delivery of the Transfer to the Seller or the Seller Representative in accordance with clause 3.2(b), the Seller must within a reasonable time sign the Transfer pending Settlement.

(c) The Buyer must, on request by the Seller in writing, made not later than 20 Business Days after Settlement, provide to the Seller:

- (1) an original of the Contract Duty Endorsed; or
- (2) a photocopy of the Contract showing an endorsement as specified in subclause (c)(1).

to enable the Seller to arrange for a duplicate of the Contract held by the Seller to be Duty Endorsed.

(d) If the Buyer:

- (1) provides to the Seller an original copy of the Contract Duty Endorsed; and
- (2) requests the return of the Contract specified in subclause (d)(1), the Seller must, immediately after a duplicate of the Contract held by the Seller has been Duty Endorsed, return the copy of the Contract to the Buyer.

(e) Subject to subclauses (g) to (i), the Buyer may make a request in writing to the Seller that:

- (1) the Seller sign the Transfer; and
- (2) the Seller Representative return the Transfer to the Buyer Representative,

without payment by the Buyer of Duty on the Contract, and without the Transfer being Duty Endorsed, to be held by the Buyer Representative solely for:

- (3) payment by the Buyer of Duty on the Contract before Settlement; and
- (4) the Transfer being Duty Endorsed before and for the purpose of Settlement.

(f) If Duty has been assessed and will be paid through Revenue Online:

- (1) the Buyer may make a request in writing to the Seller that the Seller sign the Transfer; and
- (2) if that request is made, the Seller must provide a copy of the Transfer signed by the Seller to the Buyer before the Settlement Date.

(g) If the Seller provides the Transfer to the Buyer Representative in accordance with subclause (e) or (f):

- (1) the Seller must provide the Transfer signed by the Seller to the Buyer Representative; and
- (2) the Buyer is treated as having given unconditional undertakings to the Seller that the Buyer Representative must:
 - (A) hold the Transfer solely for the purpose of payment of Duty on the Contract, and for the Transfer to be Duty Endorsed for the purposes of Settlement; and
 - (B) promptly following a direction in writing by the Seller or the Seller Representative, deliver the Transfer to the Seller or the Seller Representative whether or not the Transfer has been Duty Endorsed.

(h) If the Seller or the Seller Representative has provided the Transfer to the Buyer Representative in accordance with subclauses (e) and (g), the provision of the Transfer to the Buyer Representative is without prejudice to any right of the Seller arising from:

- (1) any claim the Seller has or may have against the Buyer under clause 4 arising from a delay in Settlement; or
- (2) without affecting subclause (h)(1), any default by the Buyer under the Contract.

(i) If the Buyer Representative:

- (1) is registered for Revenue Online; and
 - (2) has elected to have Duty on the Contract assessed and paid through Revenue Online,
- then:
- (3) the Buyer must advise the Seller or the Seller Representative that the Buyer Representative has elected to have Duty on the Contract assessed and paid through Revenue Online;
 - (4) the Buyer must, within 5 Business Days after the Transaction Summary is generated, provide a copy of the Transaction Summary to the Seller or the Seller Representative; and
 - (5) on Settlement the Buyer must provide to the Seller or the Seller Representative a copy of the Certificate of Duty.

3.4 Place for Settlement

- (a) If the Contract specifies the time and place for Settlement, Settlement must take place at the time and place specified.
- (b) If the Contract does not specify the time for Settlement, the Buyer must specify the time for Settlement which must be during normal business hours on a Business Day.
- (c) If the Contract does not specify the place for Settlement, the Buyer must specify the place for Settlement which must be in the Perth CBD.

3.5 Completion of Settlement

Each Party must complete Settlement on:

- (a) the date for Settlement specified in the Contract; or
- (b) if no date for Settlement is specified in the Contract, the later of:
 - (1) the Business Day which is 25 Business Days after the Contract Date; and
 - (2) if the Contract is subject to a condition which, if not satisfied, will result in:
 - (A) termination of the Contract; or
 - (B) a Party being entitled to terminate the Contract, the Business Day which is 15 Business Days after the date on which the last condition is satisfied.

3.6 Balance of purchase price

(a) The Buyer must on Settlement pay:

- (1) to the Seller; or
- (2) to any other person as the Seller or the Seller Representative has directed in writing not later than 2 Business Days before the Settlement Date, by 1 or more bank cheques:
 - (3) the balance of the Purchase Price; and
 - (4) any other money payable by the Buyer to the Seller at Settlement, less any deductions allowed under the Contract.

(b) If there is a registered mortgage on the Land, the Seller must pay, or must request the Buyer to pay from the balance of the Purchase Price, the Landgate fee to register a discharge of the mortgage at Settlement.

3.7 Foreign Resident Withholding

(a) This clause 3.7 applies (despite any other provision of the Contract) if:

- (1) the market value of the Land is the Threshold Amount or more and the Seller does not provide a Clearance Certificate to the Buyer at least 2 Business Days before Settlement; or
- (2) for any other reason the Buyer is obliged to pay a Withholding Amount to the Commissioner.

(b) If this clause 3.7 applies:

- (1) the Buyer must deduct the Withholding Amount from the Purchase Price and pay the Withholding Amount to the Commissioner by no later than Settlement; or
- (2) if the Buyer provides to the Seller at Settlement:
 - (A) evidence from the Commissioner or the Australian Taxation Office that the Withholding Amount has been paid to the Commissioner; or
 - (B) a written undertaking from the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement; or
 - (C) any other evidence relating to the payment of the Withholding Amount that is acceptable to the Seller,

the Buyer is not required to pay that part of the Purchase Price to the Seller.

(c) If subclause (b)(2)(B) applies, the Buyer is treated as having given an irrevocable authority and direction to the Buyer Representative to pay the Withholding Amount to the Commissioner immediately following Settlement.

(d) Any Variation Notice not provided to the Buyer at least 2 Business Days before Settlement is to be disregarded for the purposes of determining the Withholding Amount.

3.8 More than 3 Bank Cheques

If the Seller requires the Buyer to provide more than 3 Bank Cheques at Settlement, the Seller must pay to the Buyer at Settlement the additional bank fees incurred by the Buyer in order to obtain more than 3 Bank Cheques.

3.9 Settlement Cheque dishonoured

If a cheque provided by the Buyer at Settlement is dishonoured on presentation, the Buyer:

- (a) is in default; and
- (b) remains liable to pay to the Seller the amount of the cheque, together with interest on that amount at the Prescribed Rate:
 - (1) from and including the Settlement Date;
 - (2) to but excluding the date on which the Buyer pays that amount with interest to the Seller.

3.10 Seller obligation on Settlement

- (a) The Seller must at Settlement give the Buyer:
- (1) subject to clause 3.11, the Duplicate Certificate of Title for the Land;
 - (2) the Transfer signed by the Seller;
 - (3) each other document, including:
 - (A) any transfer executed by a third party;
 - (B) every application, declaration and other document, necessary to enable the Buyer to become the registered proprietor of the Land free of any Encumbrance, other than:
 - (i) an Encumbrance specified in clauses 2.1(a) and 2.1(b); and
 - (ii) if applicable, an Encumbrance subject to which the Land is transferred in accordance with clause 2;
 - (4) all other documentation required to be delivered on Settlement including:
 - (A) any discharge or withdrawal of an Encumbrance which is required to be withdrawn or discharged on Settlement; and
 - (B) subject to subclause (b), the documentation specified in clause 6.10 and 11.2;
- (b) If:
- (1) possession of the Property has been given to the Buyer before Settlement; and
 - (2) the Seller has delivered the documentation specified in clause 6.10 to the Buyer on or after possession and before Settlement,
- the Seller has no obligation to deliver the documentation specified in clause 6.10 to the Buyer at Settlement.
- (c) If the Seller is required to deliver to the Buyer on Settlement a document as specified in subclause (3)(A), (3)(B) or (4)(B), the Seller must deliver to the Buyer a true copy of that document not later than 3 Business Days before the Settlement Date.
- (d) If the Seller is unable to transfer the Land to the Buyer free of Encumbrances, other than an Encumbrance specified in clause 2:
- (1) the Seller is treated as being in default; and
 - (2) subject to clauses 23 and 24, the Buyer is entitled to exercise every right of the Buyer arising from that default.

3.11 No duplicate Certificate of Title

If a Duplicate Certificate of Title for the Land has not issued in accordance with Section 48B(1)(a) of the Transfer of Land Act, the Seller is not obliged to give the Duplicate Certificate of Title for the Land to the Buyer on Settlement under clause 3.10.

3.12 Electronic conveyancing

- (a) This clause 3.12 applies if:
- (1) Landgate requires that the Contract is completed by an Electronic Settlement;
 - (2) the Contract specifies that there will be an Electronic Settlement; or
 - (3) the Parties agree to an Electronic Settlement.
- (b) Acceptance of an invitation to a Workspace by a Party is taken to be agreement for the purposes of subclause (a)(3).
- (c) If this clause 3.12 applies:
- (1) it has priority over any other provision of the Contract to the extent of any inconsistency; and
 - (2) without limiting subclause (c)(1), any provision of the Contract requiring the physical preparation, signing, delivery or payment of anything that is dealt with digitally or electronically within or using the Workspace is amended accordingly.
- (d) Each Party must:
- (1) be, or engage a Representative who is, a Subscriber;
 - (2) ensure that each other person for whom that Party is responsible and who is associated with the transaction is, or engages, a Subscriber;
 - (3) authorise their Representative to act on their behalf in the manner required by the ECNL; and
 - (4) conduct the transaction in accordance with the ECNL.
- (e) Unless Landgate requires that Settlement must be completed by an Electronic Settlement, and subject to subclause (g), a Party may elect not to proceed with an Electronic Settlement by giving written Notice to the other Party.
- (f) If a Withdrawal Notice is given, this clause 3.12 ceases to apply and Settlement is to be effected in accordance with the Contract otherwise than as an Electronic Settlement.
- (g) A Withdrawal Notice may not be given later than 5 Business Days before the Settlement Date unless Settlement cannot proceed as an Electronic Settlement. If a Withdrawal Notice is given less than 5 Business Days before the Settlement Date:
- (1) the Withdrawal Notice must specify why Settlement cannot proceed as an Electronic Settlement; and
 - (2) at the written request of either Party, the Settlement Date may be extended to a date being not more than 5 Business Days after the date the Withdrawal Notice is given.
- (h) The Buyer or the Buyer Representative must:
- (1) create a Workspace as soon as reasonably practicable;
 - (2) invite the Seller or the Seller Representative and any Financial Institution involved in the transaction to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.

- (i) If the Buyer or the Buyer Representative fails to comply with subclause (h) within 10 Business Days before the Settlement Date, the Seller or the Seller Representative may:
 - (1) create a Workspace;
 - (2) invite the Buyer or the Buyer Representative and the relevant Financial Institutions to join the Workspace; and
 - (3) set the time for Settlement on the Settlement Date.
- (j) The Parties consent to written communications for the purposes of preparing for and facilitating Electronic Settlement being given and received electronically within the Workspace but not to any Notice being given in that manner.
- (k) Settlement occurs when the Workspace records that the exchange of funds or value (if any) between the Financial Institutions in accordance with the instructions of the Parties has occurred and the definition of "Settlement" in clause 26.1 is amended accordingly.
- (l) Each Party must do everything reasonably necessary to:
 - (1) progress the transaction in the Workspace to Electronic Settlement on the Settlement Date at the time specified in the Workspace; and
 - (2) assist the other Party to trace and identify the recipient of any mistaken payment made under the Electronic Settlement and to recover the mistaken payment.
- (m) If Settlement in accordance with subclause (k) has not occurred by the Closing Time, the Parties must do everything reasonably necessary to effect Settlement:
 - (1) as an Electronic Settlement; or
 - (2) at the option of either Party, exercised by giving Notice to the other Party to that effect, otherwise than as an Electronic Settlement, on the next Business Day and time remains of the essence.
- (n) A Party is not in default under the Contract if:
 - (1) that Party is prevented from complying with an obligation because the other Party or the other Party's Financial Institution has not done something in the Workspace; or
 - (2) Electronic Settlement fails and does not occur by the Closing Time because a computer system of Landgate, the Office of State Revenue, the ELNO or the Reserve Bank of Australia is inoperative for any reason,but that Party must comply with that Party's obligations as soon as the event referred to in subclause (n)(1) or (n)(2) ceases to apply.
- (o) No Party may exercise any rights under the Contract or at law to terminate the Contract during the time that the Workspace is locked for Electronic Settlement.
- (p) Subject to subclause (m), nothing in this clause 3.12 affects the rights of a Party under the Contract if Settlement does not occur on or before the Settlement Date due to the delay or default by the other Party.
- (q) Each Party must pay that Party's own fees and charges for using the ELNO for Electronic Settlement.
- (r) In this clause 3.12:
 - (1) **Business Day** means any day except:
 - (A) a Saturday, Sunday or public holiday in Western Australia; or
 - (B) a public holiday on the same day in both of Victoria and New South Wales.
 - (2) **ECNL** means the Electronic Conveyancing National Law as adopted in Western Australia by the *Electronic Conveyancing Act 2014 (WA)*;
 - (3) **Electronic Settlement** means Settlement and the lodgment of the documents necessary to record the Buyer as registered proprietor of the Land facilitated by the ELNO;
 - (4) **ELNO** has the meaning set out in the ECNL;
 - (5) **Closing Time** means the time the ELNO usually closes for settlement transactions in Western Australia on the Settlement Date;
 - (6) **Subscriber** means a subscriber under the ECNL;
 - (7) **Withdrawal Notice** means a Notice given under clause 3.12(e);
 - (8) **Workspace** means an 'Electronic Workspace' as defined in the participation rules made under the ECNL for the transaction within the ELNO.

4 Delay in Settlement

4.1 Buyer delay

- (a) If for any reason not attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Buyer must pay to the Seller at Settlement interest on:
- (1) the balance of the Purchase Price; and
 - (2) any other money payable at Settlement.
- (b) The right of the Seller to interest under this clause 4.1 is in addition to the entitlement of the Seller to Rent under clause 6.7.

4.2 Seller delay

- If for any reason attributable to the Seller, Settlement is not completed within 3 Business Days after the Settlement Date, the Seller must allow to the Buyer at Settlement, as a deduction from the Purchase Price, compensation equal to interest on:
- (a) the balance of the Purchase Price; and
 - (b) any other money payable at Settlement.

4.3 Interest or compensation

Interest payable under clause 4.1 and compensation allowable under clause 4.2 is to be calculated:

- (a) at the Prescribed Rate; and
- (b) from and including the Settlement Date to but excluding the date on which Settlement occurs,

and is treated as being in full satisfaction of any claim the Party claiming interest or compensation has against the other Party as a result of the delay in Settlement.

4.4 Seller ready, willing and able

- (a) If the Seller is not ready, willing and able to complete Settlement on the Settlement Date, the Seller is not entitled to interest under clause 4.1 until the Seller:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Buyer.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, interest is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a), later than 3 Business Days after the Settlement Date, interest is calculated and payable from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.5 Buyer ready, willing and able

- (a) If the Buyer is not ready, willing and able to complete Settlement on the Settlement Date, the Buyer is not entitled to compensation under clause 4.2 until the Buyer:
 - (1) is ready, willing and able to complete Settlement; and
 - (2) has given Notice of that fact to the Seller.
- (b) If a Notice is given in accordance with subclause (a) within 3 Business Days after the Settlement Date, compensation is calculated and payable from and including the Settlement Date to but excluding the date on which Settlement occurs.
- (c) If a Notice is given in accordance with subclause (a) later than 3 Business Days after the Settlement Date, compensation is calculated from and including the day on which the Notice is given up to but excluding the date on which Settlement occurs.

4.6 Dispute – interest or compensation

- (a) If:
 - (1) the Interest Party claims that the Interest Default Party is liable to pay interest or compensation under clauses 4.1 to 4.5; and
 - (2) the Interest Default Party disputes the entitlement of the Interest Party to the interest or compensation,this clause 4.6 will apply.
- (b) Subject to subclause (h), and if the Interest Party requires the Interest Default Party to pay interest or compensation under clauses 4.1 to 4.5 at Settlement, the Interest Party must not later than 2 Business Days before Settlement serve an Interest Notice on the Interest Default Party setting out:
 - (1) the basis on which the claim for interest or compensation is made; and
 - (2) the amount claimed, which may include an amount to be calculated on a daily basis.
- (c) The Interest Default Party must pay the Interest Amount on Settlement to:
 - (1) the Representative of the Interest Party; or
 - (2) if the Interest Party has not appointed a Representative, then to the Representative of the Interest Default Party; or
 - (3) if subclauses (c)(1) and (c)(2) do not apply, then to the Interest Party, to be held by the Representative or the Interest Party subject to and for the purposes specified in this clause.
- (d) On the day which is 20 Business Days after Settlement, unless:
 - (1) the dispute has been resolved between the Parties; or
 - (2) court proceedings are instituted by a Party to determine the dispute, the Representative who holds the Interest Amount must pay the Interest Amount to the Interest Party or, if applicable, the Interest Party may retain the Interest Amount.
- (e) If:
 - (1) court proceedings are instituted by a Party as specified in subclause (d); or
 - (2) an agreement is reached between the Interest Party and the Interest Default Party with regard to the dispute,the Representative who holds the Interest Amount or, if applicable, the Interest Party must pay the Interest Amount, as applicable:
 - (3) as determined in accordance with the court proceedings; or
 - (4) in accordance with the agreement between the Parties.
- (f) If the Interest Default Party disputes the entitlement of the Interest Party to interest or compensation under clauses 4.1 to 4.5:
 - (1) that dispute does not affect the obligations of the Parties to proceed to Settlement; and
 - (2) subject to the obligation of the Interest Default Party to pay the Interest Amount on Settlement in accordance with this clause, the Parties must proceed to Settlement.

(g) Each Party authorises a Representative who holds the Interest Amount under this clause to:

- (1) pay; and
 - (2) otherwise deal with,
- the Interest Amount as specified in this clause.

(h) This clause 4.6 does not affect the right of the Interest Party after Settlement to claim and, if appropriate, institute proceedings against the Buyer to recover, an amount of interest or compensation as specified in clauses 4.1 to 4.5.

4.7 Restriction on right in case of court proceeding

- (a) The right of a Party under this clause 4 to interest or compensation ceases from and including the date on which court proceedings are instituted by a Party for:
 - (1) specific performance of the Contract; or
 - (2) a declaration that the Contract:
 - (A) has been terminated; or
 - (B) remains valid and enforceable; or
 - (3) any other order or declaration to the same or similar effect to an order or declaration as specified in subclause (a)(1) or (a)(2); or
 - (4) other relief based on the Contract having been terminated.
- (b) It is the intention of the Parties that if there is a delay in respect to Settlement, interest or compensation payable under this clause 4 represents the best estimate as to the damages sustained arising from the delay.
- (c) If court proceedings are instituted by a Party in accordance with subclause (a), nothing in the Contract:
 - (1) restricts, limits or prejudices the entitlement of a Party to claim interest under an Act or by way of damages or compensation; or
 - (2) limits or otherwise affects the discretion of the court.

4.8 Right not affected

The rights of a Party under this clause 4 do not affect the rights of a Party under clause 24.

5 Inspection

5.1 Right to inspect

- (a) Subject to clause 5.2 and subclause (b):
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has complied with the Seller's obligations under the Contract; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 occasion within 5 Business Days before the Possession Date.
- (b) If following an inspection under subclause (a) the Buyer identifies items that require rectification by the Seller under the Contract, the Buyer may give Notice of those items to the Seller following which:
 - (1) the Buyer is entitled to inspect the Property to check that the Seller has rectified those items; and
 - (2) the Seller must grant access to the Property to enable the Buyer to inspect the Property for that purpose,on 1 further occasion before the Possession Date.
- (c) The Buyer may be accompanied by 2 persons on an inspection.
- (d) If the Buyer is a corporation, the reference in this clause 5.1 and in clause 5.2 to the Buyer means a reference to a director, secretary or officer of the corporation or any other person nominated by the corporation.

5.2 Time for inspection

- (a) Subject to subclause (b), if the Buyer wishes to inspect the Property as specified in clause 5.1, the Buyer and the Seller must endeavour to agree the date and time for the inspection.
- (b) If the Buyer and the Seller do not reach agreement by 5 Business Days before the Settlement Date, the Buyer may by not less than 1 Business Day's Notice to the Seller or the Seller Agent specify the date and time for the inspection.
- (c) The inspection must be:
 - (1) on a Business Day; and
 - (2) at a time between 9.00am and 4.00pm.
- (d) Where the Buyer serves Notice under subclause (b) which complies with subclause (c), the Seller must permit the Buyer to inspect the Property at the time and on the date specified in that Notice.
- (e) This clause 5.2 applies in respect of each inspection to which the Buyer is entitled under clause 5.1.

6 Possession and Rent

6.1 Entitlement to possession

- (a) Subject to clauses 6.2 and 6.3, the Buyer is entitled to possession of the Property on the earlier of:
 - (1) the date for possession (if any) specified in the Contract; and
 - (2) Settlement.
- (b) Subject to clause 6.3, and without affecting the rights of the Buyer on possession, if the Property is not sold subject to a Lease:
 - (1) the Buyer is entitled to vacant possession of the Property; and
 - (2) the Seller must remove from the Property before the Possession Date, all vehicles, rubbish and chattels, other than the Property Chattels.

6.2 Early possession

If the Buyer is given possession of the Property before Settlement:

- (a) for a period of less than one month, then clauses 14.6 to 14.9 apply until Settlement; or
- (b) for a period of one month or longer, then:
 - (1) clauses 14.6 to 14.9 apply until Settlement subject to the Residential Tenancies Act; and
 - (2) the Parties must comply with the Residential Tenancies Act.

6.3 Principal residence – limited occupation right

- (a) If immediately before Settlement, the Seller occupies the Property as the Seller's principal place of residence, the Seller may, subject to clause 6.4, remain in occupation of the Property until 12 noon on the day immediately following Settlement.
- (b) If subclause (a) applies and the Seller remains in occupation of the Property in accordance with subclause (a):
 - (1) the Seller must entirely vacate the Property by 12 noon on the day immediately following Settlement; and
 - (2) the Buyer is entitled to possession, and the Seller must give to the Buyer possession, of the Property at 12 noon on the day immediately following Settlement.

6.4 Damage to Property

If clause 6.3 applies:

- (a) the Seller is responsible to the Buyer for damage caused to the Property between:
 - (1) Settlement; and
 - (2) possession of the Property being given to the Buyer under clause 6.3; and
- (b) If damage is caused to the Property between Settlement and possession, the Seller must pay to the Buyer the cost of repairing the damage immediately on request by the Buyer.

6.5 Keys and security devices

- (a) Subject to subclauses (b) to (d), the Seller must deliver the Access Device to the Buyer on the Possession Date.
- (b) If clause 6.3 applies, the Seller must, at the time of giving possession of the Property to the Buyer, deliver to the Buyer the Access Device.
- (c) If agreed by the Buyer, the Access Device may be delivered to, and be held by, the Seller Agent for delivery to the Buyer following Settlement.
- (d) If subclause (c) applies, the Seller:
 - (1) must deliver the Access Device to the Seller Agent at a time sufficient to enable the Seller Agent to comply with subclause (c); and
 - (2) is treated as having authorised and directed the Seller Agent to deliver the Access Device to the Buyer in accordance with subclause (c).

6.6 Lease Provisions apply

Clauses 6.7 to 6.10 inclusive apply if the Contract provides that the Property is sold subject to the Lease.

6.7 Rent

- (a) The Seller is entitled to all Rent up to and including the Possession Date.
- (b) The Buyer is entitled to all Rent from and including the day after the Possession Date.

6.8 Rent paid before Settlement

- (a) The Seller must pay to the Buyer at Settlement any Rent:
 - (1) to which the Buyer is entitled under clause 6.7; and
 - (2) which was paid to the Seller before the Possession Date.
- (b) The Seller is not obliged to pay to the Buyer on Settlement any Rent which was payable by a Tenant under a Lease but is unpaid on the Possession Date.

6.9 Rent received after Settlement

If after Settlement either Party is paid Rent to which the other Party is entitled, the Party receiving the money must pay the money to the Party entitled to it as soon as reasonably possible.

6.10 General provisions where property leased

If the Property is on the Possession Date subject to a Lease:

- (a) the Seller must deliver to the Buyer on the Possession Date:
 - (1) If the Lease is in writing, an original or true copy of the Lease showing signing by the Parties; and
 - (2) if the Lease is liable to be assessed for Duty, the original or a true copy of the Lease delivered by the Seller to the Buyer under subclause (a)(1), showing that the Lease has been Duty Endorsed; and
 - (3) if the Lease is an oral lease or tenancy agreement, a written memorandum setting out all relevant details applicable to the Lease which are applicable on the Possession Date; and
 - (4) a statement which shows:
 - (A) the Rent payable for the Rent Period during which the Possession Date occurs; and
 - (B) the amount paid by the Tenant before the Possession Date in respect to the Rent Period specified in subclause (a)(4)(A); and
 - (5) any Property Condition Report that has been prepared in respect to the premises the subject of the Lease; and

(6) If the Tenant has provided a Tenant Bond under the Lease, the Tenant Bond and any interest which has accrued on the Tenant Bond:

- (A) by payment of a Bank Cheque in favour of the Buyer for the amount of the Tenant Bond; or
 - (B) by the provision of documentation which will effect the transfer of or the Seller's rights in respect to the Tenant Bond to the Buyer; and
- (7) a Notice signed by the Seller or the Seller Representative, addressed to each Tenant. In a form reasonably determined by the Seller:
 - (A) in which the Seller notifies the Tenant of the sale of the Property to the Buyer; and
 - (B) which directs the Tenant to pay all Rent as from the Possession Date to the Buyer or as otherwise directed by the Buyer in writing.
- (b) Subject to clause 6.9, if, on the Possession Date, Rent was due to the Seller and has not been paid by the Tenant:
 - (1) the Buyer assigns to the Seller the unpaid Rent;
 - (2) the Buyer must immediately on request by the Seller sign:
 - (A) a deed of assignment of that unpaid Rent in favour of the Seller; and
 - (B) a notice to the Tenant of the assignment, which deed and notice of assignment must be prepared by the Seller at the expense of the Seller; and
 - (3) the Seller may institute proceedings against the Tenant for the unpaid Rent.
- (c) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed the Lease as a guarantor,the Seller is, unless the guarantee specifies otherwise, treated as having assigned to the Buyer the benefit of that guarantee.
- (d) If a person has:
 - (1) guaranteed the obligations of the Tenant under the Lease; and
 - (2) executed a guarantee document which is not included in the Lease,the Seller must deliver that guarantee document to the Buyer at the time specified in subclause (a) and, unless the guarantee document otherwise specifies, the Seller is treated as having assigned the benefit of the guarantee to the Buyer.
- (e) If subclause (d) applies and the guarantee document is liable to be assessed for Duty, the original or a true copy of the guarantee document delivered by the Seller to the Buyer under subclause (d) must show that the guarantee document has been Duty Endorsed.
- (f) If a guarantee as incorporated in a Lease or guarantee document provides that the guarantee is not capable of assignment, except with the approval of the guarantor, the Seller must on request by the Buyer cooperate with the Buyer in requesting the guarantor to grant approval for the assignment of the guarantee to the Buyer.
- (g) Any fee payable to a guarantor in relation to an assignment referred to in subclause (f) must be paid by the Buyer.

7 Outgoing

7.1 Seller and Buyer obligation

Subject to this clause 7:

- (a) the Seller must pay each Outgoing payable up to and including the Possession Date; and
- (b) the Buyer must pay each Outgoing payable from and including the day after the Possession Date.

7.2 Apportionment

Subject to this clause 7 an Outgoing must be apportioned under clause 7.1 and any amount payable by one Party to the other must be paid:

- (a) at Settlement; or
- (b) if the Contract is a Terms Contract, on the Possession Date; or
- (c) at a later time agreed by the Parties in writing.

7.3 Buyer not liable for Land Tax

The Buyer is not liable to pay any amount on account of Land Tax if the Property is at the Possession Date a residence which is capable of being used as a residence and for no other purpose.

7.4 Settlement Date 30 June

- (a) If:
 - (1) the Settlement Date is before or on 30 June; and
 - (2) Settlement does not occur before 5 pm on 30 June for a reason attributable to the Buyer,the Buyer must pay to the Seller any Land Tax assessed in respect to the Land as at midnight on 30 June calculated as if the Land is the only land owned by the Seller.
- (b) If:
 - (1) the Settlement Date is before or on 30 June;
 - (2) a separate Certificate of Title for the Land has been issued before 1 June;
 - (3) the Seller has given a Notice to the Buyer not later than 15 Business Days before the Settlement Date, that:
 - (A) the Seller is the registered proprietor of land other than the Land; and
 - (B) the Land and that other land are liable to Land Tax; and

- (4) Settlement does not occur before 5:00pm on 30 June for a reason attributable to the Buyer.
- the Buyer must pay to the Seller at Settlement the Land Tax assessed in respect to the Land for the Financial Year which commences on 1 July following the date specified in subclause (b)(1).
- (c) Subject to subclause (d):
- (1) the Notice as specified in subclause (b)(3) may, subject to the Contract Date being before 1 June, be incorporated in the Contract; and
 - (2) if the Notice is incorporated in the Contract in accordance with subclause (c)(1), that Notice is treated as having been given in accordance with subclause (b)(3).
- (d) Subclause (c) does not apply unless before 1 June:
- (1) a separate Certificate of Title for the Land has issued; and
 - (2) the Buyer has been given Notice by the Seller of the issue of that separate Certificate of Title for the Land.

7.5 Land Tax - Subdivided Land

- (a) If on the Possession Date:
- (1) the Property is not a residence as described in clause 7.3; and
 - (2) the Land is the subject of a subdivision after the commencement of the Financial Year in which the Possession Date occurs,
- Land Tax will be apportioned as specified in subclause (b).
- (b) If subclause (a) applies, Land Tax is apportioned and payable as an Outgoing in accordance with clauses 7.1 and 7.2 on the basis that the Land Tax payable in respect to the Land is:
- (1) the same proportion as the area of the Land bears to the total area of the Subdivision Land; and
 - (2) the Subdivision Land is the only land owned by the Seller.

7.6 Land Tax general

- (a) If clause 7.3 applies, the Seller must pay all Land Tax assessed in respect to the Property.
- (b) Except as provided in clause 7.3, and subject to clauses 7.4 and 7.5, Land Tax must be apportioned:
- (1) as an Outgoing and paid as provided in clauses 7.1 and 7.2; and
 - (2) otherwise on the basis that the Land is the only land owned by the Seller.

7.7 Future Rate Outgoing

- (a) If at Settlement the Land will be subject to a Future Rate Outgoing:
- (1) the Seller must procure the Seller Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Buyer Representative that at Settlement, the Seller Representative will:
 - (A) hold in trust an amount, which must be specified in that undertaking, sufficient to pay the proportion of the Future Rate Outgoing which is payable by the Seller; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Seller's proportion of the Future Rate Outgoing to the relevant Authority; and
 - (2) the Buyer must procure the Buyer Representative to, not later than 3 Business Days before the Settlement Date, provide a written undertaking to the Seller Representative that at Settlement, the Buyer Representative will:
 - (A) hold in trust an amount specified by the Buyer Representative in that undertaking, which is sufficient to pay the proportion of the Future Rate Assessment payable by the Buyer; and
 - (B) immediately after the assessment of the Future Rate Outgoing, pay the Buyer's proportion of the Future Rate Outgoing to the relevant Authority.
- (b) If there is a dispute as to the amount to be held by the Seller Representative and the Buyer Representative in accordance with subclause (a), that dispute must be determined by the Seller Agent.
- (c) If there is no Seller Agent, the amount to be held by the Seller Representative and the Buyer Representative must be determined by a Real Estate Agent appointed by the Buyer.
- (d) If the dispute is determined by the Seller Agent or a Real Estate Agent:
- (1) the Seller Agent or the Real Estate Agent must act as an expert and not as an arbitrator;
 - (2) the determination of the Seller Agent or the Real Estate Agent is final and binding on the Seller and the Buyer; and
 - (3) if any cost is payable to the Seller Agent or a Real Estate Agent for determining a dispute, as specified in subclause (b) and (c), that cost must be paid by the Buyer and the Seller in equal shares.
- (e) If subclause (a)(1) applies, the Seller is treated as having given to the Seller Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(1).
- (f) If subclause (a)(2) applies, the Buyer is treated as having given to the Buyer Representative an irrevocable authority and direction to hold and apply the relevant money in the manner specified in subclause (a)(2).

8 Risk

8.1 Passing of risk

Despite any rule of law or equity to the contrary, risk relating to the Property passes from the Seller to the Buyer at the time when the:

- (a) Purchase Price is paid in full; or
 - (b) Settlement occurs; or
 - (c) Buyer is given possession of the Property;
- whichever first occurs.

8.2 Damage or destruction

- (a) If the Property includes a building or other improvement which is:
- (1) destroyed; or
 - (2) partially damaged,
- before Settlement, subclause (b) applies.
- (b) If:
- (1) the building is a residence and is made substantially uninhabitable; or
 - (2) in any other case, a building or other improvement is made substantially unusable for the current use as at the Contract Date;
- clauses 8.3 to 8.7 apply.

8.3 Notice of damage or destruction

The Seller must, immediately following the damage or destruction referred to in clause 8.2, give Notice to the Buyer specifying:

- (a) full particulars of the damage or destruction;
- (b) that the Buyer may, within 15 Business Days of service of the Notice, terminate the Contract; and
- (c) that it is desirable for the Buyer to obtain legal advice following service of the Notice.

8.4 Right of Buyer to terminate

The Buyer may, within 15 Business Days of the service of Notice under clause 8.3, give Notice to the Seller that the Buyer has elected to terminate the Contract.

8.5 Right of Seller to terminate

- If:
- (a) clause 8.2 applies;
 - (b) the Seller has insured the building or improvement specified in clause 8.2 against damage or destruction;
 - (c) the Seller within 5 Business Days after the damage or destruction specified in clause 8.2, notifies the insurer of a claim for the loss arising from the damage or destruction;
 - (d) the Seller in notifying the claim in accordance with subclause (c), makes a request to the insurer that the insurer make a cash payment to the Seller in respect to the loss; and
 - (e) the insurer has not within 10 Business Days after notification or the lodgment of the claim by the Seller, whichever is the later, agreed in writing to provide a cash payment to the Seller to compensate the Seller for the loss,

the Seller may within 15 Business Days of the service of the Notice in accordance with clause 8.3, by Notice to the Buyer or the Buyer Representative, terminate the Contract.

8.6 Termination

- If:
- (a) the Buyer gives a Notice to the Seller in accordance with clause 8.4; or
 - (b) the Seller gives a Notice to the Buyer in accordance with clause 8.5,
- then
- (c) subject to subclauses (d) to (g), the Contract is terminated as from and including the date of service of that Notice;
 - (d) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (e) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (f) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (g) subject to subclauses (d) to (f), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

8.7 Right of Buyer to proceed

If the Buyer, within 15 Business Days of the service of Notice under clause 8.3:

- (a) gives Notice to the Seller that the Buyer intends to proceed with the Contract; or
 - (b) does not give a Notice under subclause (a) or clause 8.4,
- the Contract will, unless the Seller has given a Notice to the Buyer in accordance with clause 8.5, remain valid and enforceable, but clause 8.8 and 8.9 apply.

8.8 Reduction of Purchase Price

If clause 8.7 applies:

- (a) the Purchase Price is reduced by the amount of the reduction in value of the Property following the damage or destruction;

- (b) the amount of the reduction of the Purchase Price is, subject to this clause 8.8, the amount which is agreed in writing between the Seller and the Buyer within 30 Business Days of the date of service of the Notice under clause 8.3;
- (c) if the reduction of the Purchase Price is not agreed in writing between the Seller and the Buyer, the amount of the reduction of the Purchase Price must, subject to subclause (d), be determined by arbitration in accordance with clause 25.1; and
- (d) even if:
 - (1) the period specified in subclause (b) has expired; and
 - (2) arbitration proceedings have commenced under subclause (c), the Buyer and the Seller may at any time agree in writing the amount of the reduction of the Purchase Price.

8.9 Variation of Settlement Date

If the Contract proceeds in accordance with clause 8.7 the Settlement Date is the date which is 10 Business Days after the amount of the reduction of the Purchase Price has been if the Property is on the Possession Date subject to a Lease:

- (a) agreed between the Buyer and the Seller; or
- (b) determined by arbitration.

9 Seller Representation and Warranty

9.1 As at Contract Date and Possession Date

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller does not know of:
 - (1) any demand, order, requisition or requirement relating to the Property which:
 - (A) has been made by an Authority and remains current; or
 - (B) which an Authority proposes to make;
 - (2) any proposal by an Authority:
 - (A) for the realignment, widening or alteration of the level of any road adjoining the Land; and
 - (B) which would be likely to materially affect the Land or the use of it;
 - (3) any obligation to pay money to an Authority in respect of:
 - (A) work performed or to be performed; or
 - (B) expenses incurred or to be incurred, by an Authority in relation to the Land;
 - (4) except in relation to a Strata Lot, any sewer, drain, pipe, cable or other installation passing through the Land to provide services to other land;
 - (5) any obligation to:
 - (A) construct or repair; or
 - (B) contribute towards the cost of construction or repair of, a dividing fence between the Land and any adjoining land whether arising under the *Dividing Fences Act 1967* or otherwise; or
 - (6) any encroachment on the Land by a building or other structure on adjoining land;
- (b) no building or other structure on the Land encroaches on adjoining land;
- (c) as far as the Seller is aware, each dividing fence and wall is on the boundary of the Land;
- (d) the Seller:
 - (1) has good title to the Property Chattels; and
 - (2) is, or will be the sole owner of the Property Chattels;
- (e) except as otherwise specified in the Contract, the Property Chattels will be free of any Encumbrance;
- (f) subject to clause 6.1(b), the Property will be in the same state and condition it was in immediately before the Contract Date; and
- (g) as far as the Seller is aware:
 - (1) no person has any right arising from adverse possession;
 - (2) no public right of way or easement has been acquired by enjoyment or use; and
 - (3) no mining lease or licence has been issued under any Act, in respect to the Land.

9.2 Contract Date

Except as otherwise disclosed in writing by the Seller to the Buyer before the Contract Date, the Seller represents and warrants to the Buyer on the Contract Date that:

- (a) the Seller:
 - (1) has not received a notice of resumption of; and
 - (2) does not know of any intention to resume, the Land by an Authority; and
- (b) the use of the Property is lawful.

9.3 Breach or non-satisfaction of warranty

- (a) if the Seller is in breach of a warranty in clause 9.1, 9.2 or 10.2, unless the Parties otherwise agree, the Buyer has no right to terminate the Contract or defer or delay Settlement or withhold any part of the Purchase Price, unless the breach unreasonably affects the proposed use of the Property by the Buyer or materially affects the value of the Property.
- (b) Subclause (a) does not limit any rights of a Party arising at law, including any rights referred to in clause 10.3(b).

10 Strata title

10.1 When this clause applies

This clause 10 applies if the Land is a Strata Lot.

10.2 Representation and Warranty

Except to the extent disclosed in writing by the Seller to the Buyer before the Contract Date, or as otherwise specified in the Contract, the Seller represents and warrants to the Buyer on the Contract Date (and is taken to repeat those representations and warranties at the Possession Date) that:

- (a) the Seller has paid:
 - (1) each Strata Contribution levied by the Strata Company in respect of the Strata Lot except for any Strata Contribution which is to be apportioned under clause 7.2 or 10.6;
 - (2) all other money due to the Strata Company in consideration of any right or privilege granted by the Strata Company in respect of the Strata Lot;
 - (3) all money due to the Strata Company for:
 - (A) work carried out by the Strata Company in relation to the Strata Lot; or
 - (B) the provision by the Strata Company of an amenity or service to the Strata Lot or to the proprietor or occupier of the Strata Lot;
 - (4) any other money due by the Seller to the Strata Company; and
 - (5) all interest due to the Strata Company on the money specified in subclauses (a)(1), (a)(2), (a)(3) and (a)(4);
- (b) no administrator of the Strata Company has been appointed;
- (c) except for anything:
 - (1) apparent on an inspection of the Strata Lot and the parcel of which it forms part; or
 - (2) registered or recorded on the Strata Plan; or
 - (3) specified in the Strata Company by-laws, the Seller does not know of anything which will materially affect the Buyer's use or enjoyment of the Strata Lot or of the common property comprised in the Strata Scheme;
- (d) the Seller does not know of any proposal or application to terminate the Strata Scheme;
- (e) the Seller does not know of any current, proposed or pending proceeding or application in relation to the:
 - (1) Strata Scheme;
 - (2) Strata Company; or
 - (3) Strata Lot, in a court or tribunal;
- (f) the Seller does not know of any judgment or order of the State Administrative Tribunal, a court, or the Strata Title Referee in respect to the:
 - (1) Strata Company;
 - (2) Strata Scheme; or
 - (3) Strata Lot, which has not been satisfied or complied with;
- (g) other than changes recorded on the Strata Plan, no change to the Strata Company by-laws has been:
 - (1) voted on by the Strata Company; or
 - (2) ordered by a court or tribunal;
- (h) no money is owing to the Strata Company for work carried out by the Strata Company in relation to the Strata Lot;
- (i) the Seller does not know of any change which:
 - (1) has been made; or
 - (2) is proposed, to the by-laws of the Strata Company other than changes recorded on the Strata Plan;
- (j) the Seller does not know of any action taken or any proposal to:
 - (1) vary the schedule of unit entitlement recorded on the Strata Plan;
 - (2) grant, vary or surrender any easement or restrictive covenant affecting the Strata Lot or any other part of the parcel;
 - (3) transfer, lease, licence or resume any part of the Strata Lot or the common property;
 - (4) take a lease of land outside the parcel;
 - (5) obtain, vary or surrender a lease of land outside the parcel; or
 - (6) obtain an expenditure approval under section 47(3) of the Strata Titles Act;
- (k) the Seller does not know of any proposal by the Strata Company to pass any resolution which will:
 - (1) adversely affect the use and enjoyment by the Buyer of the Strata Lot or of the common property; or
 - (2) increase any Outgoing in respect to the Strata Lot;
- (l) the information disclosed in the Strata Regulations Form 28 provided to the Buyer by or on behalf of the Seller is correct; and
- (m) the Seller does not know of any fact or circumstance which may result in:
 - (1) proceedings in the State Administrative Tribunal; or
 - (2) proceedings before a court, being instituted against the registered proprietor of the Strata Lot in respect to any matter relating to:

- (3) the common property;
- (4) the Strata Lot; or
- (5) any action or liability arising under, or referred to in, section 33 of the Strata Titles Act.

10.3 Indemnity by Seller and right of Buyer

- (a) Except for a matter in respect to which the Buyer has agreed in writing to be bound, the Seller indemnifies and agrees to indemnify the Buyer against any Loss the Buyer may suffer or incur as a result of a breach by the Seller of a representation or warranty in clause 10.2:
 - (1) as the registered proprietor of the Strata Lot; and
 - (2) which arises from a fact or circumstance which occurs before the Possession Date.
- (b) The right of the Buyer to terminate the Contract under Part V of the Strata Titles Act:
 - (1) does not affect; and
 - (2) is in addition to,
 every other right of the Buyer arising from the default of the Seller under the Contract.

10.4 Voting

On and from the Contract Date until the Buyer becomes registered as the proprietor of the Strata Lot:

- (a) the Seller must:
 - (1) immediately notify the Buyer if the Seller becomes aware of any proposal for members of the Strata Company to vote on a resolution in respect to the Strata Company; and
 - (2) provide a copy of the proposed resolution to the Buyer;
- (b) the Seller must, if required by the Buyer by Notice, vote in the manner directed by the Buyer in respect to any resolution proposed to be passed by the members of the Strata Company;
- (c) if a section 47(3) Strata Notice is given to each proprietor in the Strata Scheme:
 - (1) the Seller must immediately give Notice to the Buyer of:
 - (A) the Section 47(3) Strata Notice;
 - (B) the date of service of the Section 47(3) Strata Notice; and attach to the Notice from the Seller a copy of the Section 47(3) Strata Notice;
 - (2) the Buyer may, following the service of the Notice under subclause (c)(1), serve a Notice on the Seller directing the Seller to notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice; and
 - (3) if the Buyer gives a Notice to the Seller in accordance with subclause (c)(2), the Seller must immediately notify the council of the Strata Company that the Seller objects to the expenditure specified in the Section 47(3) Strata Notice;
- (d) the Seller must not, and must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer:
 - (1) propose; or
 - (2) vote in favour of,
 any resolution of the Strata Company; and
- (e) the Seller must ensure that any mortgagee of the Strata Lot does not, without the prior approval in writing of the Buyer, vote in favour of any proposed expenditure referred to in a Section 47(3) Strata Notice.

10.5 Strata company application

- (a) Subject to subclause (b), the Seller authorises the Buyer and the Representative of the Buyer to make application to the Strata Company in respect to the:
 - (1) information;
 - (2) documents to be inspected; and
 - (3) certificates,
 specified in Section 43 of the Strata Titles Act.
- (b) Subject to the Strata Company requiring payment, the Buyer must pay to the Strata Company the fee prescribed by the Strata Regulations in connection with any application made in accordance with subclause (a).

10.6 Apportionment of Strata Special Contribution

- (a) This clause 10.6 applies if, on or before the Settlement Date, the Strata Company has levied a Strata Special Contribution in respect to the Strata Lot.
- (b) If an instalment of a Strata Special Contribution is payable in a Financial Year before the Financial Year in which the Settlement Date occurs, the Seller must pay that instalment.
- (c) If:
 - (1) the whole of the Strata Special Contribution; or
 - (2) an instalment of the Strata Special Contribution, is payable in the Financial Year in which the Settlement Date occurs,
 the whole of the Strata Special Contribution or that instalment of the Strata Special Contribution will be apportioned between the Seller and the Buyer as if the Strata Special Contribution is an Outgoing for the purposes of clauses 7.1 and 7.2.
- (d) if any instalment of the Strata Special Contribution is payable in a Financial Year after the Financial Year in which the Settlement Date occurs, the Buyer must pay that instalment; and

- (e) If after the Settlement Date and in a Financial Year in which the Settlement Date occurs, a Strata Special Contribution is levied:
 - (1) there will be no adjustment of that Strata Special Contribution; and
 - (2) the Buyer must pay the Special Strata Contribution applicable to the Strata Lot.

10.7 Property included

- (a) The Property includes:
 - (1) the share of the Seller in the common property comprised in the Strata Plan; and
 - (2) the benefit of any lease, licence, right or special privilege in respect to the common property and which is granted to the proprietor of the Strata Lot and which attaches to the Strata Lot.
- (b) The Property is sold subject to every lease, licence, right or special privilege granted to a third party in respect of the common property.

10.8 Interests notified

Without affecting any other provision of this clause 10, the Seller sells the Land subject to the interests registered and notifications recorded on the Strata Plan on the Contract Date.

11 Electricity/Underground Power

11.1 Land not connected to electricity supply

If before the Contract Date the Land has not been connected to the electricity supply the Buyer is responsible at the Buyer's expense for the connection of the Land to the electricity supply.

11.2 Electricity Scheme Agreement

- (a) This clause 11.2 applies if, on the Contract Date:
 - (1) the Property has been connected to the electricity supply under the Electricity Extension Scheme; and
 - (2) the Seller is a party to the Electricity Scheme Agreement in relation to the Property.
- (b) The Seller must, a reasonable time before the Settlement Date, arrange for Western Power to prepare and deliver to the Buyer the standard form Western Power documentation under which:
 - (1) the Seller is released from obligation under the Electricity Scheme Agreement; and
 - (2) the Buyer becomes liable for all obligations under the Electricity Scheme Agreement.
- (c) The documentation specified in subclause (b) must be executed as appropriate by the Seller and the Buyer not later than 3 Business Days before the Settlement Date.
- (d) The Seller must, before Settlement, pay to Western Power each:
 - (1) capital contribution; and
 - (2) electricity supply and other charge,
 payable to Western Power under the Electricity Scheme Agreement up to the Settlement Date and provide evidence to the Buyer at Settlement of compliance with this subclause (d).
- (e) The Seller, if entitled to a refund of part or all of the capital contributions paid under the Electricity Scheme Agreement waives absolutely all right to receive a refund of any capital contribution which may become payable by Western Power in the future.
- (f) If there is any refund of any capital contribution paid to Western Power under the Electricity Scheme Agreement that refund of capital contribution belongs absolutely to the Buyer.
- (g) The Seller must deliver the documentation specified in subclauses (b) and (c) to the Buyer on Settlement.
- (h) Immediately following Settlement the Buyer must lodge the documentation specified in subclauses (b) and (c) with Western Power.

11.3 Cost of Electricity Scheme Agreement documentation

The Seller must pay all legal and other costs incurred in preparing the documentation specified in clause 11.2.

11.4 Underground power

If before the Contract Date an Authority has determined that underground power will be installed or, underground power has been installed:

- (a) in the area within which the Land is situated; and
 - (b) the Land is required to be, or has been connected to the underground power supply,
- clauses 11.5 and 11.6 apply.

11.5 Underground power rate payable by Buyer

- If:
 - (a) clause 11.4 applies; and
 - (b) the Authority has not before the Contract Date prescribed:
 - (1) an Underground Power Rate; and
 - (2) the manner in which the Underground Power Rate must be paid, the Buyer must pay the Underground Power Rate.

11.6 Underground power rate payable by Seller

- If:
 - (a) clause 11.4 applies; and
 - (b) the Authority has before the Contract Date prescribed:
 - (1) an Underground Power Rate; and

- (2) the manner of payment of the Underground Power Rate, the Seller must:
- (3) before Settlement pay the Underground Power Rate to the Authority and provide proof of payment before or at Settlement; or
- (4) on Settlement:
 - (A) pay the Underground Power Rate to the Buyer on the basis that the Buyer must pay the Underground Power Rate to the Authority; or
 - (B) secure payment of the Underground Power Rate in a manner acceptable to the Buyer.

- (b) Each period specified in subclause (a) is, if applicable, extended as specified in:
 - (1) the Contract; or
 - (2) a subsequent agreement in writing between the Parties.
- (c) If the conditions specified in subclause (a) are not satisfied:
 - (1) either Party may at any time prior to the relevant condition being satisfied, elect by Notice to the other Party to terminate the Contract; and
 - (2) if Notice terminating the Contract has been given under subclause (c)(1), the Contract terminates on the date of service of the Notice.

12 Sewer/Septic Tank

12.1 Property connected

- (a) If on the Contract Date:
 - (1) the Land is connected to a Water Corporation sewer; but
 - (2) any amount remains unpaid or becomes payable after Settlement for that connection (whether under a Water Corporation loan agreement or otherwise), the Seller must pay that amount:
 - (3) to the Water Corporation before Settlement and provide evidence of payment to the Buyer at Settlement; or
 - (4) to the Buyer at Settlement.
- (b) If the amount as specified in subclause (a) is paid to the Buyer at Settlement, the Buyer must pay that amount to the Water Corporation immediately following Settlement.
- (c) If the amount as specified in subclause (a) is paid to the Buyer Representative at Settlement:
 - (1) the Buyer Representative must pay that amount to the Water Corporation immediately following Settlement; and
 - (2) the Buyer irrevocably authorises and directs the Buyer Representative to pay the relevant amount to the Water Corporation in accordance with subclause (c)(1).

12.2 Land not connected

- If on the Contract Date:
- (a) the Land is not connected to a Water Corporation sewer; and
 - (b) whether or not the Water Corporation has issued a notice requiring the Land to be connected to a Water Corporation sewer,
- the Buyer is solely responsible for the connection of the Land to a Water Corporation sewer.

12.3 Decommissioning of Septic Tank

- If on the Contract Date:
- (a) there is a septic tank on the Land; and
 - (b) the septic tank has not been decommissioned,
- the Buyer is solely responsible for decommissioning the septic tank.

13 Subdivision

13.1 When this clause applies

- (a) Subject to subclause (b), this clause 13 applies only if the Land is not a Lot on the Contract Date.
- (b) If the Land is a Proposed Strata Lot only clauses 13.6, 13.7, 13.8 and 13.10 apply unless the Contract is also a Future Lot Contract, in which case clause 13.9 also applies.

13.2 Contract conditional

- (a) The Contract is conditional on:
 - (1) an application for the subdivision of the Subdivision Lot from the Original Land being lodged with the Planning Commission within 3 months after the Contract Date; and
 - (2) the Planning Commission granting approval for the subdivision of the Subdivision Lot from the Original Land within 6 months after the Contract Date, or any longer period as specified in:
 - (A) the Contract;
 - (B) a subsequent agreement in writing between the Parties.
- (b) Subject to clause 13.5, if the Planning Commission grants approval for subdivision subject to a condition, the Planning Commission will be treated as having granted approval for subdivision for the purposes of subclause (a)(2).
- (c) If a condition specified in subclause (a) is not satisfied, the Contract terminates:
 - (1) at midnight on the date when the relevant period in subclause (a) expires; and
 - (2) without the requirement for either Party to give to the other a Notice of Termination.

13.3 Further condition for subdivision

- (a) The Contract is also conditional on:
 - (1) the Planning Commission endorsing approval on a Subdivision Plan within 12 months after approval for subdivision by the Planning Commission; and
 - (2) the Subdivision Plan being In Order for Dealing within 3 months after the date of endorsement of approval by the Planning Commission in accordance with subclause (a)(1).

13.4 Application and Subdivision Plan

- (a) The Seller must, if the Seller has not already done so, lodge an application with the Planning Commission for the subdivision of the Subdivision Lot from the Original Land, within 15 Business Days after the Contract Date.
- (b) Following the lodgment of the application in accordance with subclause (a), the Seller must use reasonable endeavours to:
 - (1) obtain the approval of the Planning Commission to the subdivision of the Subdivision Lot from the Original Land; and
 - (2) subject to the approval of the Planning Commission to the subdivision, arrange for preparation of a Subdivision Plan including the Subdivision Lot, and for the Subdivision Plan to be:
 - (A) lodged at Landgate; and
 - (B) endorsed as In Order for Dealing, as soon as practicable.
- (c) Following the determination of the application for subdivision by the Planning Commission, the Seller must, within 10 Business Days after:
 - (1) the approval of the Planning Commission for subdivision; or
 - (2) the refusal of the Planning Commission to grant approval for subdivision,

give Notice to the Buyer of the determination of the Planning Commission and provide a copy of the determination of the Planning Commission to the Buyer.
- (d) The Seller must also on request by the Buyer:
 - (1) advise the Buyer of progress relating to the application to the Planning Commission for subdivision; and
 - (2) provide to the Buyer a copy of the determination of the Planning Commission in respect to an application for subdivision unless the Seller has already done so.

13.5 Unacceptable condition or requirement Imposed by Planning Commission

- (a) If the Planning Commission grants approval for the subdivision of the Lot from the Original Land subject to a condition or requirement which either the Seller or the Buyer, acting reasonably:
 - (1) is unwilling to comply with; or
 - (2) considers to be prejudicial,

the Party who:

 - (A) would be bound to comply with the condition or requirement; or
 - (B) is prejudiced by the condition or requirement,

may within 15 Business Days of being notified of the condition or requirement, elect by Notice to the other Party to terminate the Contract.
- (b) If Notice terminating the Contract has been given under subclause (a), the Contract terminates on the date of service of the Notice.
- (c) The reference in subclause (a) to a condition or requirement of the Planning Commission includes a condition or requirement imposed by the Planning Commission that is subject to the satisfaction of a condition or requirement of an Authority other than the Planning Commission and:
 - (1) subclause (a) applies to the condition or requirement imposed by the other Authority;
 - (2) the Seller must use reasonable endeavours to obtain the approval of the other Authority; and
 - (3) if the other Authority imposes a condition or requirement, the Seller must within 10 Business Days of being notified of the condition or requirement:
 - (A) give Notice to the Buyer of the condition or requirement of the other Authority; and
 - (B) provide a copy of the condition or requirement to the Buyer.
- (d) The Seller must on request by the Buyer:
 - (1) advise the Buyer of progress relating to the satisfaction of a condition or requirement imposed by the Planning Commission or the other Authority; and
 - (2) provide to the Buyer a copy of the condition or requirement of the Planning Commission or the other Authority unless the Seller has already done so.

13.6 Proposed Strata Lot

If the Subdivision Lot is a Proposed Strata Lot, the Seller must use best endeavours to arrange for the Subdivision Plan, being a Strata Plan, to be registered at Landgate within the period specified or referred to in Section 70(4) of the Strata Titles Act.

13.7 Strata Lot – obligation to construct development

If the Contract includes an obligation for the Seller to construct a building or other improvement in connection with the sale of a Proposed Strata Lot to the Buyer, the Seller must as soon as practicable:

- (a) undertake the construction of the building or improvement:
 - (1) in a proper and workmanlike manner; and
 - (2) in accordance with any plans or specifications which are attached to, or incorporated in, the Contract; and
- (b) if on the Contract Date construction has not commenced:
 - (1) commence construction after the Contract Date or on any date specified in the Contract; and
 - (2) following commencement of construction, cause:
 - (A) construction to proceed; and
 - (B) the construction of the building or other improvement to be completed.

13.8 Issue of title – Settlement Date

- (a) As soon as practicable after the Subdivision Plan is in Order for Dealing, the Seller must:
 - (1) apply for, and arrange for the issue of, a separate Certificate of Title for the Subdivision Lot; and
 - (2) notify the Buyer in writing, as soon as practicable after a separate Certificate of Title has been issued for the Subdivision Lot.
 - (b) Unless otherwise provided in the Contract, the Settlement Date is the date which is:
 - (1) 15 Business Days after the Seller notifies the Buyer that a separate Certificate of Title has issued for the Subdivision Lot; or
 - (2) if:
 - (A) the Buyer is aware that a separate Certificate of Title has been issued for the Lot; and
 - (B) the Buyer has notified the Seller that the Buyer is aware that a separate Certificate of Title has issued for the Lot.
- 15 Business Days after the Buyer has so notified the Seller.

13.9 Future Lot Contract

- (a) If the Contract is a Future Lot Contract:
 - (1) the Contract is conditional on the Seller being entitled to become the proprietor of the Subdivision Lot or Proposed Strata Lot within the period referred to in Section 13B of the Sale of Land Act; and
 - (2) the Seller must comply with the Sale of Land Act including:
 - (A) providing the required statutory warning (Section 13C of the Sale of Land Act);
 - (B) using reasonable endeavours to obtain approvals and lodge plans, and giving information to the Buyer (Section 13G of the Sale of Land Act); and
 - (C) notifying the Buyer within 10 Business Days of the condition in clause 13.9(a)(1) being satisfied (Section 13H of the Sale of Land Act).
- (b) If the Contract is terminated by the Buyer as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act, clause 13.10 applies.
- (c) This clause 13.9 and the Sale of Land Act have priority over any other provision of the Contract to the extent of any inconsistency.

13.10 Consequences of termination of Contract

If the Contract terminates:

- (a) under clause 13.2(c);
 - (b) under clause 13.3(c);
 - (c) under clause 13.5(b);
 - (d) as a result of the a Strata Plan not being registered at Landgate in accordance with clause 13.6; or
 - (e) as a result of the condition in clause 13.9(a)(1) not being satisfied or under the Sale of Land Act,
- then:
- (f) the Deposit and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
 - (g) if the Deposit has been invested by the Deposit Holder in accordance with clause 1.9, the Buyer is entitled to the interest on the Deposit;
 - (h) if any other money has been paid to the Deposit Holder by the Buyer, and invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money; and
 - (i) subject to subclauses (f) to (h), no Party has any claim or right of action against the other arising from the termination, except in respect to any matter which arose before the termination.

14 Terms contract

14.1 When this clause applies

This clause 14 applies if the Contract is a Terms Contract but clauses 14.6 to 14.10 only apply if the Buyer is given possession of the Property before Settlement.

14.2 Right to pay Purchase Price

Subject to the Buyer giving not less than 10 Business Days prior notice in writing to the Seller, the Buyer may pay the full balance of the Purchase Price at any time earlier than the time for payment specified in the Contract.

14.3 Right to pay instalment of Purchase Price

- (a) Subject to subclauses (b) and (c), the Buyer may at any time pay to the Seller part of the Purchase Price outstanding.

- (b) Unless a payment in accordance with subclause (a) is the whole of the balance of the Purchase Price outstanding, any payment made in accordance with subclause (a), must be in the sum of \$1,000, or a multiple of \$1,000.
- (c) Any payment made in accordance with subclause (a) will:
 - (1) be treated as payment of the last instalment or instalments of the Purchase Price due under the Contract; and
 - (2) not affect the obligation of the Buyer to pay the next instalment of the Purchase Price on the due date for payment.

14.4 Obligation to pay balance of Purchase Price

- (a) If the Buyer fails:
 - (1) to pay any instalment of the Purchase Price due under the Contract, on the due date for payment; and
 - (2) to pay the Instalment specified in subclause (a)(1), within the time specified in a Notice served on the Buyer under subclause (b), the whole of the balance of the Purchase Price, and all other money due under the Contract, is immediately due and payable by the Buyer to the Seller.
- (b) If the Buyer has failed to pay an Instalment of the Purchase Price on the due date the Seller may serve Notice on the Buyer. The Notice must:
 - (1) specify particulars of the instalment of the Purchase Price which has not been paid on the due date; and
 - (2) require the Buyer to pay the instalment specified in subclause (b)(1) within the time specified in the Notice being not less than 10 Business Days after the service of the Notice.

14.5 Right to pay mortgagee

If the Land is subject to a mortgage:

- (a) subject to subclause (b), the Buyer may pay any instalment of the Purchase Price due under the Contract, to the mortgagee under the mortgage, in reduction of the amount owed under the mortgage;
- (b) the Buyer must give Notice to the Seller of any payment made by the Buyer in accordance with subclause (a);
- (c) an amount paid by the Buyer under subclause (a) is treated as payment of the instalment of the Purchase Price next due to be paid by the Buyer under the Contract;
- (d) the Seller authorises the Buyer to:
 - (1) obtain information from the mortgagee as to the amount owed under the mortgage; and
 - (2) pay any amount to the mortgagee, in reduction of the amount owing under the mortgage; and
- (e) the Seller authorises the mortgagee to:
 - (1) provide any information requested by the Buyer; and
 - (2) accept any amount paid by the Buyer in reduction of the account owing under the mortgage.

14.6 Insurance

- (a) The Buyer must from and including the Possession Date take out and maintain with an insurer authorised to operate under the Insurance Act in the names of:
 - (1) the Buyer;
 - (2) the Seller; and
 - (3) any mortgagee of the Land,
 for their respective rights and interests, the insurance specified in subclause (b).
- (b) The insurance required to be taken out and maintained under subclause (a) is:
 - (1) insurance in respect to each building and other improvement on the Land for full replacement value against damage or destruction by fire, storm, tempest, earthquake and any other risk as reasonably determined by the Seller of which Notice is given to the Buyer; and
 - (2) public liability insurance in respect to:
 - (A) the death or injury of a natural person; or
 - (B) damage to or destruction of property of other persons, in respect of any one incident, in the sum of \$20 million or any greater amount reasonably required by the Seller.
- (c) The Buyer must:
 - (1) provide to the Seller a copy of each policy of insurance taken out in accordance with subclauses (a) and (b);
 - (2) not alter or vary the insurance taken out under subclauses (a) and (b), without prior written notification to the Seller and in the event of the substitution or variation of any insurance taken out, comply with subclauses (a), (b) and (c)(1); and
 - (3) provide proof to the Seller that the insurance is current.
- (d) If the Buyer fails to:
 - (1) take out insurance as required under subclauses (a) and (b); or
 - (2) provide proof to the Seller that the insurance is current,
 the Seller may, without notice to the Buyer, and without being obliged to do so, take out and maintain the insurance required in accordance with subclauses (a) and (b).
- (e) If the Seller takes out and maintains insurance in accordance with subclause (d) the Buyer must pay to the Seller on demand:
 - (1) all cost incurred by the Seller in taking out and maintaining the insurance; and

- (2) Interest, on that amount at the Prescribed Rate, from the date each cost was incurred, up to and including the date on which each cost, together with interest, is repaid to the Seller.
- (f) The rights of the Seller under subclause (d) do not affect the rights of the Seller arising on default, and in particular, under clause 24.

14.7 Insurance – Strata Lot

- (a) Clause 14.6 does not apply if:
- (1) the Property is a Strata Lot; and
 - (2) the Buyer provides proof to the Seller that as at the Possession Date, the Strata Company has taken out and is maintaining insurance in respect to each risk and for the liability specified in clause 14.6(b).
- (b) If subclause (a) applies, the Buyer must:
- (1) if required by the Seller, immediately provide to the Seller a copy of each policy of insurance taken out by the Strata Company;
 - (2) if the insurance taken out by the Strata Company is altered or varied, provide to the Seller details of the altered or varied insurance immediately the Buyer becomes aware of the alteration or variation, and in particular, provide details of any substitute insurance taken out by the Strata Company; and
 - (3) provide proof to the Seller that the Strata Company insurance is current.
- (c) The Seller may, by Notice to the Buyer, require that the Buyer take out insurance which:
- (1) is additional to the insurance taken out by the Strata Company;
 - (2) is specified in the Notice from the Seller to the Buyer; and
 - (3) provides additional insurance in respect to each risk and the liability specified in clause 14.6(b).
- (d) If the Seller gives notice to the Buyer under subclause (c):
- (1) the Buyer must take out and maintain the additional insurance; and
 - (2) clause 14.6 applies to the additional insurance.

14.8 Application of insurance proceeds

- (a) If, arising from an incident, money becomes payable under the insurance taken out and maintained under this clause 14, subclauses (b) and (c) will apply.
- (b) The Buyer must:
- (1) subject to any requirement of a mortgagee, if a mortgage is registered over the Land; and
 - (2) at the option of the Seller, apply insurance proceeds arising from damage or destruction of a building or improvement on the Land in:
 - (A) repair, reinstatement or replacement of that building or improvement; or
 - (B) as a payment towards, or in full payment of the Purchase Price then outstanding.
- (c) The Buyer must apply any proceeds of a claim arising from public risk insurance as required by:
- (1) the insurer; or
 - (2) the Seller, acting reasonably.
- (d) If the Property is a Strata Lot:
- (1) insurance in respect to the Property is covered by insurance taken out by the Strata Company; and
 - (2) arising from an incident money becomes payable under insurance taken out and maintained by the Strata Company, the insurance proceeds must be applied as required by the Strata Company or otherwise in accordance with the Strata Titles Act.

14.9 General obligation – Property and Land

From and including the Possession Date, the Buyer must:

- (a) not:
- (1) demolish, alter or add to any building or improvement which forms part of the Property; or
 - (2) remove from or add any soil or other material to the Land, except with the prior written approval of the Seller, which approval must not be unreasonably withheld;
- (b) keep the Property in good repair, having regard to the condition of the Property at the Possession Date;
- (c) promptly pay all Outgoings;
- (d) comply with the requirements of all laws, and with:
- (1) any lease or licence of the Land from the State; and
 - (2) in the case of a Strata Lot – any lease, licence or agreement, and every by-law applicable to that Strata Lot; and
- (e) if the Property is, or includes, a farm or cultivated Land:
- (1) maintain the farm; and
 - (2) cultivate that Land, in accordance with the best practice usually followed in the district in which the Land is situated.

14.10 Default – Seller may remedy

If the Buyer is in default of an obligation under clause 14.9:

- (a) subject to subclause (b), the Seller may, without:
- (1) being obliged to do so; and
 - (2) any obligation to give any further notice to the Buyer, remedy that default;

(b) except in the case of an emergency when this subclause (b) will not apply, the Seller may not exercise a right under subclause (a) unless:

- (1) the Seller has served Notice on the Buyer:
 - (A) specifying the default of the Buyer; and
 - (B) requiring the Buyer to remedy the default within the reasonable time specified in the notice being not less than 10 Business Days after the service of the notice; and
 - (2) the Buyer fails to remedy the default within the time specified in the Notice;
- (c) for the purpose of exercising the right of the Seller under subclause (a), the Seller may enter on the Land:
- (1) at a reasonable time except in the case of an emergency when the Seller may enter at any time; and
 - (2) with or without contractors and other persons, to undertake any relevant or necessary work;
- (d) the Buyer must pay to the Seller on demand each cost incurred by the Seller to remedy a default of the Buyer together with interest on each cost at the Prescribed Rate:
- (1) from and including the date on which payment is made by the Seller; and
 - (2) up to but excluding the date on which the relevant amount, together with interest, is paid to the Seller; and
- (e) the rights of the Seller under subclause (a):
- (1) do not affect any other right of the Seller arising from the default of the Buyer; and
 - (2) in particular, do not affect the rights of the Seller under clause 24.

14.11 Delivery of Transfer and title

- (a) Subject to subclause (b) and clause 3.10, on payment by the Buyer of all money owing to the Seller under the Contract, including any interest, the Seller must deliver to the Buyer the documentation specified in clause 3.10(a):
- (1) at the time specified in the Contract; or
 - (2) if no time is specified, on the day which is 15 Business Days after the Seller receives payment in full of the balance of the Purchase Price and other money due under the Contract.
- (b) The documentation specified in subclause (a) must be delivered to the Buyer at:
- (1) the place and time agreed between the Seller and the Buyer; and
 - (2) if not agreed in accordance with subclause (b)(1), then:
 - (A) on the day which is a Business Day; and
 - (B) at the time between 9.00am and 5.00pm; and
 - (C) at the place within the Perth CBD, specified by Notice from the Buyer to the Seller given not less than 3 Business Days before the day specified in subclause (a).

15 Error or Misdescription

15.1 Meaning of error or misdescription

An error or misdescription of the Property means an error or misdescription in the Contract relating to:

- (a) a physical structure or physical feature of the Property;
- (b) a boundary of the Property; or
- (c) the area of the Land.

15.2 No termination or delay in Settlement

Subject to this clause 15, an error or misdescription of the Property in the Contract does not:

- (a) entitle the Buyer to terminate the Contract; or
- (b) result in any right for the Buyer to delay Settlement.

15.3 Claim for compensation by Buyer

If the Buyer claims:

- (a) there has been an error or misdescription of the Property in the Contract; and
- (b) to be entitled to compensation, the Buyer must give to the Seller a Notice which specifies the basis of the claim and compensation required by the Buyer not later than 10 Business Days after the Possession Date.

15.4 Claim for compensation lost

If the Buyer fails to give a Notice in accordance with clause 15.3, any right of the Buyer to claim compensation arising from an error or misdescription of the Property in the Contract ceases to apply.

15.5 Determination of claim and compensation

If the Buyer serves a Notice under clause 15.3, unless otherwise agreed in writing between the Seller and the Buyer within 15 Business Days of service of the Notice, any issue between the Seller and the Buyer as to:

- (a) whether there is an error or misdescription of the Property in the Contract; or
- (b) the amount of compensation payable by the Seller to the Buyer, must be determined by arbitration under clause 25.1.

16 No requisition on title for freehold land

If the Land is freehold land:

- (a) the Buyer is not entitled to give a requisition or objection to the Seller in respect to:
 - (1) the title of the Seller in respect to the Land; or
 - (2) the Property; and
- (b) the Seller is not obliged to provide a response to a requisition or objection by the Buyer in respect to:
 - (1) the title of the Seller in respect to the Land; and
 - (2) the Property.

17 Cost and duty

17.1 Legal and other cost

The Parties must pay their own legal and any other cost and expense in connection with:

- (a) the Contract; and
- (b) Settlement.

17.2 Duty

The Buyer must pay Duty on the Contract and the Transfer.

17.3 Registration fee

The Buyer must pay the registration fee on the Transfer.

17.4 Default cost

- (a) A Party in default under the Contract must pay to the other Party all cost and expense incurred by the other Party arising from the default.
- (b) Cost and expense specified in subclause (a) which has been determined before Settlement must be paid on Settlement.
- (c) If some or all of the cost and expense specified in subclause (a) is not paid on Settlement that cost and expense must be paid, after Settlement, on demand by the Party entitled to payment.
- (d) A Party may not refuse to complete Settlement because:
 - (1) a Party liable; or
 - (2) alleged to be liable,to pay cost and expense under this clause 17.4 does not pay that cost and expense at Settlement.

18 GST

18.1 Purchase Price does not include GST

Unless otherwise stated in the Contract, the Buyer is not required to pay to the Seller any amount in addition to the Purchase Price for GST.

18.2 Margin Scheme

Unless otherwise stated in the Contract, the Seller must not apply the Margin Scheme in respect to the sale of the Property.

18.3 GST to be paid on Purchase Price

If the Contract provides that GST must be paid in addition to the Purchase Price, at Settlement:

- (a) the Buyer must, in addition to the Purchase Price, pay the GST on the Purchase Price and any other consideration payable under the Contract; and
- (b) the Seller must provide a Tax Invoice to the Buyer.

18.4 GST on damages

- (a) If:
 - (1) a Successful Party becomes entitled to damages as a result of default under the Contract; and
 - (2) the Successful Party is liable to pay GST on the damages,the Payment Party must pay to the Successful Party the GST payable by the Successful Party on the damages at the same time as the Payment Party must pay the damages to the Successful Party.
- (b) If subclause (a) applies, the Successful Party must, on payment of the damages, provide a Tax Invoice to the Payment Party.
- (c) This clause 18.4 applies whether or not GST is payable on the Purchase Price.

19 Depreciation and Capital Works Deduction

19.1 Price of Depreciating Asset in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
 - (b) the price of that Depreciating Asset has been specified in the Contract,
- the price of the Depreciating Asset as specified in the Contract is the sale price of that Depreciating Asset for the purposes of the Income Tax Act.

19.2 Price of Depreciating Asset not specified in Contract

If:

- (a) a Depreciating Asset forms part of the Property; and
 - (b) the price of the Depreciating Asset has not been specified in the Contract,
- the sale price of that Depreciating Asset for the purposes of the Income Tax Act is the adjustable value of that Depreciating Asset for the purposes of the Income Tax Act as determined at Settlement.

19.3 Capital Works Deduction

- (a) If the Property includes capital works which give rise to a Capital Works Deduction the Seller must give the Buyer a written notification within 20 Business Days after Settlement specifying the information necessary to enable the Buyer to claim any remaining Capital Works Deduction.
- (b) The written notification under subclause (a) must comply with Section 262A (4A) of the Income Tax Act.

20 Registration of Transfer

20.1 Registration

No later than 3 Business Days after Settlement, the Buyer must lodge:

- (a) the Transfer; and
 - (b) every other document required to enable the Transfer to be registered at Landgate,
- and must then use best endeavours to ensure that the Transfer is registered as soon as possible.

20.2 Seller to cooperate

- (a) The Seller must immediately do everything reasonably requested by the Buyer to enable the Transfer to be accepted and registered at Landgate.
- (b) The Seller's obligation in subclause (a) survives Settlement.

20.3 Landgate requisition

- (a) If a requisition notice is issued by Landgate relating to the registration of:
 - (1) the Transfer; or
 - (2) any other document which is lodged for registration with the Transfer,the Seller and the Buyer must immediately do everything reasonably necessary to satisfy the requirements of the requisition notice.
- (b) If a requisition notice is issued by Landgate in respect to a document prepared by or on behalf of the Seller, the Seller must, not later than 3 Business Days before the time for payment prescribed by Landgate:
 - (1) pay to the Buyer the fee required by Landgate in respect to that requisition notice; or
 - (2) pay direct to Landgate the fee required by Landgate in respect to that requisition notice and provide a copy of the receipt for the payment issued by Landgate to the Buyer.
- (c) If the requisition notice issued by Landgate relates to a document prepared by or on behalf of the Buyer, the Buyer must pay to Landgate the fee required by Landgate in respect to the requisition notice issued in respect to that document by Landgate not later than 3 Business Days before the time for payment prescribed by Landgate.

21 Notice

21.1 Requirements for Notice

A notice to be given under the Contract must be:

- (a) in writing; and
- (b) in the English language; and
- (c) signed by the Party giving it or that Party's Representative.

21.2 Service generally

Subject to clauses 21.3 to 21.6, a Notice is treated as having been duly given to a Party if served:

- (a) on a Party which is not a company
 - (1) by delivering the Notice to the Party personally; or
 - (2) by posting the Notice to the Party at the Party's address specified in the Contract; and
- (b) on a Party which is a company
 - (1) by delivering the Notice to the company at its registered office;
 - (2) by posting the Notice to the company at its address specified in the Contract or at its registered office; or
 - (3) in accordance with Section 109X of the Corporations Act.

21.3 Service - Representative

If a Representative acts for a Party:

- (a) a Notice served on that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been served on that Party; and
- (b) a Notice given by that Representative in accordance with this clause 21 is treated for all purposes as if the Notice had been given by that Party.

21.4 Service by facsimile or email

- (a) If a facsimile number or email address is specified in the Contract or by a Party or a Representative as the facsimile number or email address of that Party or Representative:
 - (1) a Notice to the relevant Party or the Representative may be transmitted by facsimile to the specified facsimile number or sent by email to the specified email address;
 - (2) a Notice transmitted by facsimile is treated as served:
 - (A) on the day on which it is transmitted but if it is transmitted after 4.00pm or on a day which is not a Business Day it is treated as having been served on the next Business Day; and
 - (B) when the facsimile machine which transmits the Notice prints an acknowledgment that every page comprising that Notice has been transmitted to the specified facsimile number; and

- (3) a Notice sent by email is treated as served when:
 - (A) It is sent unless the sender receives a return email to the effect that the email was not transmitted successfully; and
 - (B) on the day on which it is sent but if the email is sent by the sender on a day which is not a Business Day or after 5.00 pm (addressee's time), it is treated as having been given on the next Business Day,
 and the Parties consent to a Notice being given by email.

- (b) If:
 - (1) a Party has a Representative; and
 - (2) the Representative or Party includes in correspondence to the other Party or the Representative of the other Party, details of the facsimile number or email address of that Party or Representative,
 then:
 - (3) the facsimile number or email address so specified is, subject to subclause (c), treated as the facsimile or email address for that Party or the Representative of that Party; and
 - (4) subclause (a) applies as if that facsimile number or email address is specified in the Contract, or has been specified by a Party or the Representative of that Party as the facsimile number or email address of that Party or Representative.
- (c) Subclause (b) does not apply if a Party or Representative specified in subclause (b) gives Notice to the other Party or the Representative of that other Party that the facsimile number or email address specified in the correspondence is not the facsimile number or email address of the Party or Representative.

21.5 Service when Notice posted

A Notice which has been posted is treated as served on the third Business Day after the date on which the Notice is posted.

21.6 Change of address

- (a) A Party may by Notice to each other Party change:
 - (1) the Representative of that Party;
 - (2) the address of that Party; or
 - (3) the address of that Party's Representative;
 - (4) a specified facsimile number; or
 - (5) a specified email address.
- (b) If a Notice is given under subclause (a) each subsequent Notice to the Party concerned must be served as applicable:
 - (1) on the new Representative of the Party, and
 - (2) at any new address, new specified facsimile number or new specified email address.

22 Time of Essence

Subject to clause 23, time is of the essence in relation to the Contract.

23 Default Notice

23.1 Requirement for Default Notice

Neither Party may terminate the Contract as a result of the other Party's default nor may the Seller forfeit any money paid by the Buyer or retake possession of the Property because of the default of the Buyer, unless:

- (a) the Non Default Party gives a Default Notice to the Default Party; and
- (b) the Default Party fails to remedy the default within the time required under the Default Notice.

23.2 No limit on right to issue further Notice

The giving of a Default Notice under clause 23.1 does not prevent the Non Default Party from giving a further Default Notice.

23.3 No Default Notice required for repudiation

Clause 23.1 does not apply if the Default Party repudiates the Contract.

24 Default

24.1 Buyer Default

If the Buyer:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
- (b) repudiates the Contract,

the Seller has each right in clause 24.2, in addition to any other right or remedy of the Seller.

24.2 Seller right on default or repudiation

If clause 24.1 applies, the Seller may:

- (a) affirm the Contract and sue the Buyer for damages for default;
- (b) affirm the Contract and sue the Buyer for:
 - (1) specific performance of the Contract; and
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, retake possession of the Property;
- (d) subject to clause 23.1, terminate the Contract by Notice to the Buyer, but only if the Default Notice given under clause 23.1 includes a statement that if the default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (e) if the Buyer repudiates the Contract, terminate the Contract by Notice to the Buyer.

24.3 Further Seller right on termination

If the Seller terminates the Contract under clause 24.2(d) or 24.2(e), the Seller may, subject to the further provisions of this clause 24, elect to exercise any one or more of the following:

- (a) forfeit the Deposit;
- (b) sue the Buyer for damages for default;
- (c) resell the Property.

24.4 Deposit exceeds 10% of Purchase Price

If the Deposit exceeds 10% of the Purchase Price:

- (a) the Seller may under clause 24.3 forfeit only that part of the Deposit which does not exceed 10% of the Purchase Price; and
- (b) any money paid by the Buyer in excess of 10% of the Purchase Price, is to be treated as a payment of an Instalment for the purposes of this clause 24 only.

24.5 Resale

If the Seller resells the Property in accordance with clause 24.3(c), the Seller:

- (a) is not required to give notice of the resale to the Buyer; and
- (b) has the discretion, acting reasonably, to determine the manner of resale and the terms and conditions applicable to the resale.

24.6 Resale within 12 months

If:

- (a) Settlement of the resale of the Property occurs within 12 months after the Seller terminates the Contract; and
 - (b) after taking into account the costs and expenses of the resale and the amount of the Deposit which has been forfeited,
- the amount held by the Seller:
- (c) is less than the Purchase Price, the Buyer must pay to the Seller, as liquidated damages, the difference between the amount held by the Seller and the Purchase Price; or
 - (d) exceeds the Purchase Price, the excess belongs to the Seller.

24.7 Terms Contract

If:

- (a) the Contract is a Terms Contract; and
 - (b) there is a surplus in accordance with clause 24.6(d); and
 - (c) the Buyer had possession of the Property for more than 12 months before the termination of the Contract,
- the Seller must pay the surplus to the Buyer, without interest.

24.8 Interest to Seller

Whether or not Settlement of the resale occurs within 12 months after the Seller terminates the Contract, any interest:

- (a) accrued on the Deposit; or
- (b) on any Instalment paid by the Buyer, belongs to the Seller.

24.9 Instalment

If the Seller:

- (a) terminates the Contract; and
 - (b) holds an Instalment,
- the Seller may hold the Instalment pending:
- (c) a resale of the Property; or
 - (d) determination of a claim for damages.

24.10 Sale within 12 months

If the Seller:

- (a) holds an Instalment in accordance with clause 24.9; and
- (b) resells the Property within 12 months of termination of the Contract, the Seller may apply the whole or part of the Instalment to liquidated damages determined in accordance with clause 24.5.

24.11 Payment after 12 months

Subject to clauses 24.10 and 24.12, the Seller must pay to the Buyer, without interest, any Instalment held by the Seller after 12 months following the termination of the Contract.

24.12 Finalisation of proceedings

If:

- (a) the Seller has instituted proceedings against the Buyer for damages, following termination of the Contract; and
 - (b) the action for damages has not been finalised within 12 months following the termination of the Contract,
- the Seller may hold any Instalment pending the final determination of the action for damages against the Buyer.

24.13 Payment after finalisation

After determination of the action for damages the Seller:

- (a) may apply the whole or part of the Instalment towards any judgment for damages and costs awarded by the court; but
- (b) must pay any surplus, after application of the Instalment towards the judgment and costs, to the Buyer, without interest.

24.14 Seller default

If the Seller:

- (a) is in default under the Contract and has failed to comply with a Default Notice; or
 - (b) repudiates the Contract,
- the Buyer has each right in clause 24.15, in addition to any other right and remedy of the Buyer.

24.15 Buyer right on default or repudiation

If clause 24.14 applies, the Buyer may:

- (a) affirm the Contract and sue the Seller for damages for default;
- (b) affirm the Contract and sue the Seller for:
 - (1) specific performance of the Contract; or
 - (2) damages for default in addition to or instead of specific performance;
- (c) subject to clause 23.1, terminate the Contract by Notice to the Seller, but only if the Default Notice given under clause 23.1 includes a statement that if the Default is not remedied within the time specified in the Default Notice, the Contract may be terminated; or
- (d) if the Seller repudiates the Contract, terminate the Contract by Notice to the Seller.

24.16 Further Buyer right on termination

If the Buyer terminates the Contract under clause 24.15(c) or 24.15(d):

- (a) the Deposit, and any other money paid by the Buyer under the Contract, must be promptly repaid to the Buyer;
- (b) if the Deposit and any other money paid under the Contract by the Buyer has been paid to the Seller, the Seller must promptly repay the Deposit and, if applicable, that other money to the Buyer;
- (c) if the Deposit has been invested with a Deposit Financial Institution in accordance with clause 1.9, the Buyer is entitled to the interest earned on the Deposit;
- (d) if any other money paid by the Buyer under the Contract to the Deposit Holder in addition to the Deposit has been invested by the Deposit Holder with a Deposit Financial Institution, the Buyer is entitled to the interest on that other money invested; and
- (e) except for any money paid to the Deposit Holder by the Buyer under the Contract, the Seller must, on demand, pay to the Buyer interest on any money paid by the Buyer under the Contract at the Prescribed Rate, calculated:
 - (1) from and including the date of payment by the Buyer; and
 - (2) up to, but excluding the date on which the money is repaid to the Buyer.

24.17 Legal cost on termination

If the Termination Party terminates the Contract as a result of:

- (a) the default of; or
- (b) the repudiation by,

the Terminated Party, the Terminated Party must pay to the Termination Party all legal cost incurred by the Termination Party in respect to the termination of the Contract arising from that default or that repudiation.

24.18 Rule in *Bain v Fothergill* excluded

The rule of law known as the rule in *Bain v Fothergill*, which limits the damages recoverable from a Seller incapable of making good title, does not apply to the Contract.

25 General

25.1 Arbitration

If anything in relation to the Contract is to be determined by arbitration:

- (a) the arbitrator is to be a person jointly appointed by the Parties, or, if they cannot agree, by the President of the Real Estate Institute of Western Australia (Inc) at the request of either Party;
- (b) the *Commercial Arbitration Act 1985 (WA)* applies; and
- (c) a Party may be represented by a Legal Practitioner at any arbitration proceedings.

25.2 Contract takes priority

If there is a provision in the Contract which is inconsistent with a provision of this document, the provision in the Contract takes priority to the extent necessary to remove the inconsistency.

25.3 No merger

Insofar as any obligation under the Contract remains to be complied with after Settlement, that obligation and the relevant provisions relating to that obligation survive Settlement and continue to be enforceable despite Settlement having taken place.

26 Definitions and interpretation

26.1 Definitions

In this document, unless otherwise stated:

Access Device means:

- (a) each key and security device; and
- (b) written details of each code for any security system which enables access to the Property.

Act means an act of Parliament.

Assessment means an assessment issued by State Revenue of the amount of Duty payable on the Contract.

Authority means any governmental, statutory or other public body or authority including a local government.

Bank Cheque means a cheque drawn on itself by a Financial Institution.

Business Day means any day except a Saturday, Sunday or public holiday in Western Australia.

Buyer means each person so specified in the Contract.

Capital Works Deduction means a deduction allowed under Division 43 of the Income Tax Act.

Certificate of Duty means the State Revenue Certificate of payment of Duty generated through Revenue Online.

Certificate of Title means the Certificate of Title held by Landgate.

Clearance Certificate means a current certificate issued by the Commissioner of Taxation under section 14-220 of Schedule 1 to the Tax Administration Act that applies to the Seller (and if the Seller consists of more than one person, to each person who comprises the Seller) in respect of the sale of the Property.

Commissioner of State Revenue means the Commissioner of State Revenue specified in section 6 of the *Taxation Administration Act 2002 (WA)*.

Commissioner has the meaning given in the Tax Administration Act.

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*.

Contract means the contract between the Seller and the Buyer in which this document is incorporated and includes this document.

Contract Date means the date on which the last Party to sign the Contract signs it.

Corporations Act means the *Corporations Act 2001 (Commonwealth)*.

Crown Reservation means any of:

- (a) a reservation as defined in Section 3(1) of the Land Administration Act;
- (b) a covenant registered in accordance with Section 15 of the Land Administration Act;
- (c) a limitation, interest, encumbrance or notification recorded on a transfer of crown land in fee simple in accordance with the Land Administration Act; and
- (d) a reservation or clause contained in the Crown Grant of the Land.

Default Notice means a notice which:

- (a) specifies the default of a Party under the Contract;
- (b) requires the Party in default to remedy the default:
 - (1) within 10 Business Days after the date the notice is duly given or;
 - (2) within any longer period specified in the Notice; or
 - (3) if the Contract is a Terms Contract, within the time specified in Section 6(2) of the Sale of Land Act.

Default Party means a Party who the Non Default Party contends is in default under the Contract.

Deposit means money paid or payable under the Contract, as a deposit.

Deposit Claimant means a Party who issues a Deposit Holder Notice.

Deposit Financial Institution means a Financial Institution with which, if applicable:

- (a) the Seller Agent is authorised to invest trust money in accordance with the Real Estate Act;
- (b) the Seller Representative, being a Legal Practitioner, is authorised to invest trust money in accordance with the Legal Practitioners Act; and
- (c) the Seller Representative, being a Settlement Agent, is authorised to invest trust money in accordance with the Settlement Agents Act.

Deposit Holder means as applicable:

- (a) the Seller Agent or the Seller Representative to whom the Deposit is paid; and
- (b) if clause 1.3(b) or 1.4 applies the Legal Practitioner, Real Estate Agent or Settlement Agent who holds the Deposit.

Deposit Holder Notice means a Notice from the Deposit Claimant that:

- (a) specifies the Contract has been terminated;
- (b) states the basis on which it is contended that the Contract has been terminated;
- (c) states that the Deposit Holder is required to pay the Deposit to the Deposit Claimant; and
- (d) if the Deposit Respondent disputes that:
 - (1) the Contract has been terminated; or
 - (2) the Deposit should be paid to the Deposit Claimant,states that the Deposit Respondent must give Notice to the Deposit Claimant and the Deposit Holder within 5 Business Days of service of the Deposit Holder Notice as specified in clause 1.2.

Deposit Respondent means the party who is not the Deposit Claimant.

Depreciating Asset means an asset as defined in the Income Tax Act, except for an asset which attracts a Capital Works Deduction.

Depreciable Item means an item which is subject to depreciation under the Income Tax Act.

Dollars and \$ means Australian dollars.

Duplicate Certificate of Title means the duplicate of the Certificate of Title issued by Landgate.

Dutiable Value has the same meaning as dutiable value in section 9 of the Duties Act.

Duties Act means the *Duties Act 2008 (WA)*.

Duty means duty payable under the Duties Act.

Duty Endorsed means an endorsement that:

- (a) Duty has been paid on the Contract or the Transfer; or
- (b) if applicable, the Contract and the Transfer are exempt from Duty, and in particular has the same meaning as duty endorsed as defined in the Duties Act.

Electricity Extension Scheme means the scheme established by Western Power known as the Contributor Extension Scheme under which Western Power agreed to construct an extension to the electricity supply to supply electricity to the Property.

Electricity Scheme Agreement means:

- (a) the agreement entered into with Western Power under which electricity was provided to the Property under the Electricity Extension Scheme; and
- (b) includes, if applicable, the agreement between the Seller and Western Power under which the Seller assumed the obligations of a former owner of the Property under an agreement as specified in subclause (a).

Encumbrance means a mortgage, easement, restrictive covenant, Title Restriction, caveat, Memorial and Rate Encumbrance and includes any right and interest which a person has in relation to the Property.

Financial Institution means a financial institution as defined in Section 3 of the *Cheques Act 1986* (Commonwealth).

Financial Year means each period commencing on 1 July in a year and ending on 30 June in the next succeeding year.

Future Lot Contract means a 'future lot contract' as defined in the Sale of Land Act.

Future Rate Outgoing means an Outgoing:

- (a) in respect to the Land; and
- (b) for which, as at Settlement an assessment has not been issued by an Authority in respect to the relevant Financial Year if the Outgoing is required to be adjusted at Settlement under the Contract.

GST means the goods and services tax payable under the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth).

In Order for Dealing means that the Subdivision Plan has been Initialled by an Inspector:

- (a) as being in order for dealing; and
- (b) in particular, as in order to enable the issue of a separate Certificate of Title for the Lot.

Income Tax Act means:

- (a) the *Income Tax Assessment Act 1936* (Commonwealth); and
- (b) the *Income Tax Assessment Act 1997* (Commonwealth).

Inspector means an officer of Landgate authorised to sign a Subdivision Plan as being In Order for Dealing.

Instalment means any money paid by the Buyer under the Contract in excess of the Deposit.

Instituted means, in relation to court proceedings, that:

- (a) a Party has commenced proceedings in a court; and
- (b) the originating process which commences those proceedings, has been served on the other Party.

Insurance Act means the *Insurance Act 1973* (Commonwealth).

Interest Amount means the amount specified in the Interest Notice.

Interest Notice means a notice from the Interest Party to the Interest Default Party in which the Interest Party claims interest or compensation from the Interest Default Party under clause 4.6.

Interest Party means a party who claims to be entitled to interest or compensation under clause 4.1 to 4.5.

Interest Default Party means the party who the Interest Party claims is liable to pay interest or compensation under clause 4.1 to 4.5.

Land means the land which the Seller has agreed to sell to the Buyer as described in the Contract including all improvements and other fixed improvements on that land.

Land Administration Act means the *Land Administration Act 1997* (WA).

Landgate means the Western Australian Land Information Authority established under the *Land Information Authority Act 2006* (WA).

Land Tax means land tax payable under the Land Tax Act and includes, if applicable, Metropolitan Region Improvement Tax.

Land Tax Act means the *Land Tax Act 2002* (WA).

Lease means a lease or tenancy agreement in respect to the Property.

Legal Practitioner means an Australian legal practitioner as defined in the Legal Profession Act.

Legal Profession Act means the *Legal Profession Act 2008* (WA).

Loss includes a claim, judgment, order, financial loss, damages and costs.

Lot has the same meaning as the definition of lot in the Planning and Development Act.

Margin Scheme means the scheme described in Division 75 of the GST Act as the margin scheme.

Memorial means a Memorial lodged under an Act.

Metropolitan Region Improvement Tax means Metropolitan Region Improvement Tax as defined in the *Metropolitan Region Improvement Tax Act 1959* (WA).

Non Default Party means a Party who contends that another Party is in default under the Contract.

Notice means a notice as specified in clause 21.1.

Original Land means the land of which the Lot forms part.

Outgoing means:

- (a) all rates, taxes, charges (including fixed charges) and other similar expenses payable in relation to the Property (whether periodically or not); and
- (b) if the Land or any part is a Strata Lot:
 - (1) each Strata Contribution; and
 - (2) any money payable periodically under a lease, licence or other agreement referred to in clause 10.7.

but does not include a tax specified in the Income Tax Act, GST and Duty.

Party means, as the case requires, either the Seller or the Buyer, or both the Seller and the Buyer.

Payment Party means the Party who is liable to pay damages or other money to the Successful Party arising from default under the Contract.

Perth CBD means the area in or adjoining the City of Perth bounded by Riverside Drive, the Mitchell Freeway, Roe Street, Fitzgerald Street, Newcastle Street, Lord Street, Wellington Street and Plain Street, including both sides of each street or road.

Planning and Development Act means the *Planning and Development Act 2005* (WA).

Planning Commission means the Western Australian Planning Commission.

Possession Date means the date that is the earlier of:

- (a) the date Settlement occurs; and
- (b) the date on which the Buyer is given possession of the Property.

PPSA means the *Personal Property Security Act 2009* (Commonwealth).

PPSR PPSR means the register established and maintained pursuant to the PPSA and the PPS Regs.

PPS Regs means the *Personal Property Securities Regulations 2010* (Commonwealth).

Prescribed Rate means 9% per annum calculated daily.

Property means the Land and any Property Chattels.

Property Chattels means all items of property, except the Land and anything which forms part of the Land, which the Seller has agreed to sell to the Buyer under the Contract.

Property Condition Report means a report prepared by a Real Estate Agent or other person which records the condition of the premises the subject of a Lease:

- (a) as at the date of commencement of that Lease; or
- (b) at any time after the commencement of the Lease.

Proposed Strata Lot means a lot on a Strata Plan which on the Contract Date has not been registered at Landgate.

Purchase Price means the price payable for Property stipulated in the Contract.

Rate Encumbrance means a charge:

- (a) created over the Land by an Act; and
- (b) which arises from an Unpaid Rate Outgoing.

Real Estate Act means the *Real Estate and Business Agents Act 1978* (WA).

Real Estate Agent means a person who is:

- (a) defined in the Real Estate Act as a real estate agent; and
- (b) is licensed as a real estate agent under the Real Estate Act.

Remediated Site means the Land has been classified under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated - restricted use'.

Remediated Site Memorial means a Memorial lodged against the Land under the Contaminated Sites Act which classifies the Land under the Contaminated Sites Act as 'remediated for restricted use' or 'contaminated - restricted use'.

Rent means rent and other money payable by a Tenant under a Lease.

Rent Period means each period under the Lease in respect to which the is required to pay Rent.

Representative means a person who is either a Legal Practitioner or a Settlement Agent and who has been appointed to act for a party in relation to the Contract or Settlement.

Residential Tenancies Act means the *Residential Tenancies Act 1987* (WA).

Restricted Use means the restriction on the use of the Land imposed under the Contaminated Sites Act.

Revenue Online also known as ROL means the system developed by State Revenue which enables Duty to be assessed and paid electronically.

Sale of Land Act means the *Sale of Land Act 1970* (WA).

Section 47(3) Strata Notice means a notice concerning the purpose of and the amount of expenditure proposed for the Strata Company as specified in Section 47(3) of the Strata Titles Act.

Seller means each person so specified in the Contract.

Seller Agent means a Real Estate Agent appointed to act on behalf of the Seller in respect to the sale of the Property.

Settlement means the completion of the sale and purchase of the Property in accordance with clause 3.

Settlement Agent means a person licensed as a settlement agent under the Settlement Agents Act.

Settlement Agents Act means the *Settlement Agents Act 1981* (WA).

Settlement Date means the date each Party must complete Settlement:

- (a) under clause 3.5; and
- (b) any other relevant provision of this document or of the Contract.

Specified Encumbrance means an Encumbrance specified in the Contract as subject to which the Property will be transferred.

State means the State of Western Australia.

State Administrative Tribunal means the Tribunal known as the State Administrative Tribunal established by the *State Administrative Tribunal Act 2004* (WA).

State Revenue means the office established by the Commissioner of State Revenue and known as the Office of State Revenue.

Strata Company means the strata company as defined in the Strata Titles Act which applies in respect to the Strata Lot.

Strata Contribution means:

- (a) a Strata Regular Contribution; and
- (b) a Strata Special Contribution.

Strata Lot means the lot (as defined in the Strata Titles Act) the subject of the Contract.

Strata Plan means a strata plan or survey-strata plan (as defined in the Strata Titles Act) if:

- (a) in the case of a Strata Lot, the strata plan or survey-strata plan has been registered at Landgate; or
- (b) in the case of a Proposed Strata Lot, the strata plan or survey-strata plan has not been registered at Landgate.

Strata Regular Contribution means the normal and regular contribution levied by the Strata Company under Section 36(1)(a) of the Strata Titles Act in respect to the registered proprietor in respect of the Strata Lot in relation to:

- (a) the control and management of the common property;
- (b) the payment of any premiums of insurance; and
- (c) the discharge of any other obligation of the Strata Company.

Strata Regulations means the Strata Titles General Regulations 1996.

Strata Scheme means the strata scheme as defined in the Strata Titles Act which applies in respect to the lots and common property which form part of the Strata Plan.

Strata Special Contribution means a contribution levied by the Strata Company under Section 36(2) of the Strata Titles Act in respect to the registered proprietor of the Strata Lot for a reserve fund for the purpose of accumulating funds to meet:

- (a) contingent expenses other than those of a routine nature; and
- (b) other major expenses of the Strata Company likely to arise in the future.

Strata Title Referee means the referee as specified in the Strata Titles Act before the coming into operation of:

- (a) the *State Administrative Tribunal (Conferral of Jurisdiction) Amendment and Repeal Act 2004* (WA); and
- (b) the *State Administrative Tribunal Act 2004* (WA).

Strata Titles Act means the *Strata Titles Act 1985* (WA)

Subdivision Lot means the Land which is not a Lot or a Proposed Strata Lot and which is the subject of the Contract.

Subdivision Land means the land which at the commencement of the Financial Year in which the Possession Date occurs:

- (a) includes the Land; and
- (b) from which, following subdivision, the Land is created as a separate Lot.

Subdivision Plan means a deposited plan which includes the Lot including if applicable, a Strata Plan which includes the Proposed Strata Lot.

Successful Party means the party who is entitled to damages or other money from another party arising from default under the Contract.

Tax Administration Act means the *Tax Administration Act 1953* (Commonwealth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation for GST purposes:

- (a) as a tax invoice; or
- (b) as a document entitling a recipient to an input tax credit.

Tenant means a person who is a tenant under a Lease.

Tenant Bond means:

- (a) money paid by the Tenant as a bond in respect to each obligation of the Tenant under a Lease; and
- (b) any other security provided by the Tenant under a Lease.

Terminated Party means the Seller or the Buyer who is not the Termination Party.

Termination Party means the Seller or the Buyer who has terminated the Contract as a result of the default of the Terminated Party under the Contract or the repudiation by the Terminated Party of the Contract.

Terms Contract means a terms contract as defined in the Sale of Land Act.

Threshold Amount means the amount which is set out in section 14-215(1)(a) of Schedule 1 to the Tax Administration Act for the purposes of an excluded transaction under that section.

Title Notification means:

- (a) any notification under Section 70A of the Transfer of Land Act; or
- (b) any notification under Section 165 of the Planning and Development Act, and which applies in respect to the Land.

Title Restriction means a Crown Reservation and a Title Notification.

Transaction Summary means the summary generated through Revenue Online which specifies:

- (a) the date the Contract was lodged on Revenue Online;
- (b) the Dutiable Value;
- (c) the date of assessment; and
- (d) the Duty assessed.

Transfer means the instrument required to transfer the Land to the Buyer in a form acceptable for registration by Landgate, subject to signing by all Parties.

Transfer of Land Act means the *Transfer of Land Act 1893* (WA).

Underground Power Rate means the charge, rate or other payment required from the owner of the Property by an Authority in relation to the provision of underground power.

Unpaid Rate Outgoing means an Outgoing in respect to the Land which, as at Settlement, is:

- (a) the subject of an assessment by an Authority; and
- (b) unpaid.

and is required to be adjusted under the Contract in relation to the Financial Year in which Settlement takes place.

Variation Notice means a written notice issued by the Commissioner under section 14-235 of the Tax Administration Act to vary the amount otherwise payable by the Buyer under section 14-200 of the Tax Administration Act.

Water Corporation means the statutory body corporate established under the *Water Corporation Act 1995* (WA).

Western Power means the statutory body corporate known as Western Power established under the *Electricity Corporation Act 1994* (WA).

Withholding Amount means the amount which the Buyer is required by section 14-200 of Schedule 1 to the Tax Administration Act to pay to the Commissioner in respect of the purchase of the Property.

26.2 Strata Titles Act

Words which:

- (a) are not defined in clause 26.1; but
- (b) are defined in the Strata Titles Act, have the meaning given in the Strata Titles Act.

26.3 GST Act

Words which:

- (a) are not defined in clause 26.1; but
- (b) are defined in the GST Act, have the meaning given in the GST Act.

26.4 PPSA

Words which:

- (a) are not defined in clause 26.1; but
- (b) are defined in the PPSA, have the meaning given in the PPSA.

26.5 Citation – 2018 General Conditions

This Joint Form of General Conditions for the Sale of Land 2018 Revision may be cited as the '2018 General Conditions'.

26.6 Interpretation

In this document and the Contract, unless the context otherwise requires:

- (a) the Seller and the Buyer must:
 - (1) comply with their respective obligations under the Contract; and
 - (2) not assign or transfer the Contract or any right under the Contract to a third party without the prior written consent of the other;
- (b) subject to subclause (a), each reference to the Seller and the Buyer includes as applicable:
 - (1) the successors of a company or corporation; and
 - (2) each legal personal representative of the Seller and the Buyer;
- (c) reference to an Authority includes a reference to:
 - (1) an officer of that Authority; and
 - (2) any other Authority and any officer of that other Authority which performs the same or a similar function to the Authority;
- (d) reference to a thing includes the whole and any part of that thing;
- (e) reference to the singular includes the plural and vice versa;
- (f) headings to clauses do not affect the interpretation of the Contract or this document;
- (g) if the Buyer or the Seller and any other person who is a Party consists of more than one person, then each of the two or more persons are liable both jointly and severally;
- (h) reference to a person includes reference to:
 - (1) a natural person;
 - (2) a company; and
 - (3) a body corporate constituted under any Act;
- (i) if something must be done by or on a day which is not a Business Day, the day by or on which that thing must be done is the next Business Day;
- (j) if a period of time is required to be calculated from or after a specific day, or from or after a day on which a specific event occurs, that day must not be included in the period;
- (k) if a period of time is expressed to expire on or continue until a specified date, that date is included in the period;
- (l) all warranties and representations continue to have effect after Settlement;
- (m) reference to being entitled to possession of the Property includes being entitled to Rent from the Property;
- (n) reference to a document being signed or to a Party being obliged to sign a document, is treated as requiring that the document be:
 - (1) executed by a company or body corporate; or
 - (2) signed by a natural person,

- In a manner which is:
- (3) legally effective (including under the *Electronic Transactions Act 2011* (WA)); and
 - (4) If the document is required to be registered by Landgate, then in a manner acceptable for registration;
- (o) reference to an Act includes:
- (1) any change to that Act or, if the Act is repealed, the Act replacing it; and
 - (2) all subsidiary legislation under that Act;
- (p) reference to a clause is a reference to a clause in this document; and
- (q) reference to a subclause is a reference to a subclause in the clause in which the reference occurs.

JOINT FORM

This form of general conditions for the sale of land has been adopted jointly by The Law Society of Western Australia (Inc) and The Real Estate Institute of Western Australia (Inc). The copyright of these Conditions is the joint property of The Law Society of Western Australia (Inc) ("the Society") and The Real Estate Institute of Western Australia (Inc) ("REIWA") and neither the form nor any part of it may be used or reproduced without the consent of the Society and REIWA.

01/18

STRATA MANAGEMENT AGREEMENT SCHEDULES

Schedule A - Particulars		
Item 1	Strata Company	<p>The Owners of 6 Selby Place, Webberton, 6530 - SP79744</p> <p>ABN (if known) n/a</p> <p>Address 6 Selby Place, Webberton, 6530</p>
Item 2	Strata Manager	<p>Name Bruel Strata Management</p> <p>SCA (WA) Membership No. 506</p> <p>ABN 76 119 012 127</p> <p>Telephone Number(s) 08 9385 2817 / 0411 741 965</p> <p>Postal Address 83 Strickland St, Swanbourne WA 6010</p> <p>Email jamie@bruelstrata.com</p>
Item 3	Term	36 Months
Item 4	Commencement Date	__/__/20__
Item 5	Expiry Date	__/__/20__
Item 6	Review Date	12 Months from Commencement Date then each 12 Months thereafter. (If Applicable)
Item 7	Percentage Increase	CPI
Item 8	Interest for late payments	15% (this is for late payment of levies)
Item 9	Agreed Services Fee	\$13,720.00/annum (excl GST)
Item 10	Fee Payment	The Agreed Services Fee forms part of quarterly levy payments and is due within 30 days of the date of the levy invoice.

RM

Item 11	Strata Manager's Professional Indemnity Insurance	<i>Name of Insurer</i>	QBE Insurance
		<i>Name of Policy Holder</i>	Bruel Nominees Pty Ltd
		<i>Policy No.</i>	1707775645PID
		<i>Date policy commenced</i>	1 st June 2019
		<i>Date policy expires</i>	31 st May 2020 at 4.00pm
Item 12	Strata Company Representative	<i>Name</i>	Jamie Daniel
		<i>Address</i>	83 Strickland Street, Swanbourne WA 6010
		<i>Telephone Number(s)</i>	08 9385 2817 / 0411 741 965
		<i>Email</i>	jamie@bruelstrata.com
Item 13	Hourly Rates for Additional Services	Accounting Staff	n/a
		Administrative Staff	n/a
		Principal or Director	n/a
		Senior Strata Manager	n/a
		Strata Manager	n/a
Item 14	Additional Charges	ABN Registration	At cost
		Processing stop payments and dishonoured cheques for contribution payments	At cost, per transaction
		Producing cheque summary notice	n/a
		Providing additional financial report	n/a
		Providing address label	n/a
		Providing By-laws	n/a
		Providing additional management documents	n/a
		Providing additional copies of minutes of meeting	n/a
		Providing insurance confirmation letter	n/a
		Providing title or other searches	At cost
		Providing security keys or gate remotes to Proprietor	At cost
		Providing client payment history	n/a
		Providing Strata Company Roll (other than to Council)	n/a
Preparing and Issuing Section 43 certificate	n/a		

<p>Item 15</p>	<p>Variation Dispute Resolution Procedure</p>	<p>Notice (the “Notice of Dispute”) must be given in writing by the party claiming that a dispute has arisen regarding the variation to the other party, specifying the nature of the dispute.</p> <p>Within seven (7) days upon receipt of the Notice of Dispute, the parties must attempt to meet to discuss the dispute in good faith and agree upon an appropriate procedure for resolving the dispute.</p> <p>If within 21 business days of receipt of the Notice of Dispute the dispute is not resolved or an appropriate alternative dispute resolution process is not agreed, then the parties shall refer the dispute to the Resolution Institution for facilitation of a mediation in accordance with its Mediation Rules;</p> <p>If within 10 business days after referral of the dispute to the Resolution Institution the parties have not agreed upon the mediator or other relevant particular the mediator and any other relevant particular will be determined in accordance with Resolution Institution Facilitation Rules.</p> <p>The costs of the mediator will be equally shared by the parties.</p>
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Schedule B – Agreed Services

Accounting Services

1. Establish and maintain the required bank account(s)
2. Issue contribution notices
3. Pay creditors' invoices on behalf of the Strata Company
4. Pay disbursements and expenses incurred in connection with the Strata Manager's management
5. Keep books of account covering income and expenditure and assets and liabilities of the Strata Company
6. Provide financial reports as agreed
7. Provide statutory reconciled accounts including balance sheet, statement of income and expenditure and contribution status report
8. Assist auditor in providing accounts and records for audit
9. Assist with preparation of administrative fund budget
10. Assist with preparation of reserve fund requirements
11. Record money received and deposit to the credit of the Strata Company
12. Keep books of account covering income and expenditure and assets and liabilities of the Strata Company

Insurance

1. Prepare and lodge routine insurance claims with insurers/brokers (max 15 mins per claim)
2. Arrange insurance valuation as required
3. Obtain quotes for insurance renewal
4. Submit quotes to Council and renew insurances as instructed

Secretarial

1. Maintain strata roll and minute book
2. Maintain correspondence file
3. Record and retain notices required under the Act
4. Maintain custody of common seal
5. Attend to routine communication
6. Refer to Council correspondence, inquiries, complaints and requests for information from Proprietors, residents and others who have dealings with the Strata Company

Meetings

1. Prepare and distribute notices of AGMs
2. Attend AGMs. Any meetings over one hour duration will be charged at the hourly rate for additional services
3. Prepare and distribute minutes of AGMs
4. Submit a budget and financial statement to the AGMs
5. Arrange for venue for meetings if required (cost of venue to be borne by Strata Company)

By-Laws

1. Answer queries from the Council about By-laws

Other

1. Provision for after-hours emergency telephone service
2. Obtain quotes for and arrange for routine maintenance and repairs to Common Property

Schedule C – Additional Services
<p>Council Meetings</p> <ol style="list-style-type: none"> 1. Prepare and distribute notices and minutes of Council meetings 2. Attend Council meetings held during office hours 3. Attend Council meetings held outside office hours
<p>Extraordinary General Meetings</p> <ol style="list-style-type: none"> 1. Prepare and distribute notices and minutes of EGMs 2. Attend EGMs held during office hours 3. Attend Council meetings held outside office hours 4. Arrange for venue for meetings if required (cost of venue to be borne by Strata Company)
<p>Repairs & Maintenance</p> <ol style="list-style-type: none"> 1. Arrange building inspections and reports on non-routine repairs 2. Obtain quotes and liaise with suppliers re non-routine repair, maintenance, renewal or replacement of Common Property
<p>Insurance</p> <ol style="list-style-type: none"> 1. Prepare and lodge non-routine insurance claims 2. Administer claims and other activities involved in minimisation of loss, liaison with loss adjustors and other related activities after first 15 mins per claim
<p>Accounting</p> <ol style="list-style-type: none"> 1. Prepare additional financial reports or reports to specific requirements 2. Monitor and arrange for recovery of contribution arrears
<p>By-Laws and Legal</p> <ol style="list-style-type: none"> 1. Serve notices to comply with By-laws 2. Attend the Strata Scheme for By-law enforcement 3. Prepare and issue notices for breaches of By-laws 4. Assist the Strata Company in tribunal or court proceedings 5. Arrange drafting of By-laws, amendments to By-laws and By-law reviews by lawyer 6. Liaise with lawyers and give instructions in accordance with resolutions of the Strata Company 7. Arrange for lodgement of By-laws 8. Provide copies of By-laws to Councillors, Proprietors, residents and letting agents
<p>Other</p> <ol style="list-style-type: none"> 1. Arrange security and concierge services 2. Arrange building services 3. Arrange access for contractors 4. Manage a greater volume of inquiries from Proprietors than is reasonable 5. Review essential services such as fire safety and health 6. Solicit building condition surveys and scheduled maintenance programs 7. Arrange and supply archiving facility 8. Any other services (that are not Agreed Services) that can be provided by the Strata Manager including, but not limited to, hiring and management of Strata Company employees
<p>Additional services are charged at the hourly rates or pro rata for part of an hour as contained in Schedule A Item 15</p>

Schedule D – Disclosure

The following provider pays a rebate, discount or commission to the Strata Manager

NAME OF COMPANY	NATURE OF REBATE, DISCOUNT OR COMMISSION	AMOUNT / PERCENTAGE
Empire Insurance Brokers	Placement	10 – 15%
Body Corporate Brokers	Placement	10%



**BRUEL STRATA
MANAGEMENT**

STRATA AGREEMENT AND MANAGEMENT DISCLOSURE

BETWEEN:

The Strata Company identified in Schedule A, Item 1

The Owners of 6 Selby Place, Webberton, 6530
Strata Plan 79744

AND:

The Strata Manager identified in Schedule A, Item 2

Bruel Strata Management

Dated _____ (date) day of _____ (month), 2019

BACKGROUND:

- A. This Agreement sets out the services the Strata Manager has agreed to carry out and the terms and conditions upon which the Strata Company engages the Strata Manager.
- B. The Strata Company has resolved to appoint the Strata Manager as its agent to perform certain duties and to delegate certain functions of the Strata Company to the Strata Manager in accordance with its by-laws and as set out in this Agreement.

AGREEMENT:

1.0 Definitions and Interpretations

- 1.1 In this Agreement, unless the context otherwise requires:

"Act" means the *Strata Titles Act 1985 (WA)*;

"Additional Services" means the services set out in Schedule C;

"Additional Services Fee" means the fee for the supply of the Additional Services as defined in Schedule C or agreed between the Strata Manager and Strata Company and calculated according to the rates set out in Schedule A, Item 15 as may be varied from time to time;

"Agreed Services" means the services set out in Schedule B;

"Agreed Service Fee" means the fee for the supply of Agreed Services set out in Schedule A, Item 11;

"Agreement" means this agreement as amended, supplemented or varied from time to time and includes the Background, Schedule A, Schedule B, Schedule C and Schedule D;

"By-Laws" means the by-laws of the Strata Company;

"Charges" means any expenses, charges or fees incurred by the Strata Manager which are reasonable and necessary for the Strata Manager to perform the Agreed Services and the Additional Services and include, but are not limited to, the charges set out in Schedule A, Item 16;

"Commencement Date" means the date specified in Schedule A, Item 4;

"Common Property" means the property for which the Strata Company is responsible under the Act;

"Council" means the Council of Owners of the Strata Company;

"Expiry date" means the date specified in Schedule A, Item 5;

"Fee Payment Method" means the method set out in Schedule A, Item 12 for paying the Agreed Service Fee, the Additional Service Fee and the Charges;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

"Item" means an item of Schedule A;

"Loss" means actions, claims, demands, costs, damages, expenses and liabilities (including legal costs on a solicitor/own client basis);

“OSH Act” means the *Occupational Safety and Health Act 1984* (WA) and any other state or commonwealth law relating to workplace health and safety;

“Parties” means both the Strata Company and the Strata Manager;

“Party” means either one of the Strata Company or the Strata Manager depending on the context of the clause;

“Percentage Increase” means the rate set out in Schedule A, Item 8;

“Proprietor” means the person who is for the time being registered under the *Transfer of Land Act 1893* (WA) as the proprietor of an estate in fee simple of or an estate for life in a lot within the Strata Scheme;

“Review Dates” means the dates set out in Schedule A, Items 6 and 7;

“Regulations” means the *Strata Titles General Regulations 1996* (WA);

“SCA (WA)” means Strata Community Australia (WA) Inc or the Western Australian Chapter of Strata Community Australia Limited;

“Services” means the Agreed Services and the Additional Services;

“Strata Company” means the strata company described in Schedule A, Item 1 being a body corporate constituted pursuant to Section 32 of the Act and including the Council, its employees and agents (other than the Strata Manager) and its contractors;

“Strata Company Representative” means the natural person named in Schedule A, Item 14;

“Strata Manager” means the strata manager described in Schedule A, Item 2 of this Agreement, including its successors and assigns and any of its officers, employees and contractors;

“Strata Manager’s Functions” means the functions conferred by the Strata Company on the Strata Manager under the Act, the Regulations, the By- Laws, this Agreement and any instruction from the Strata Company to the Strata Manager under this Agreement;

“Strata Scheme” means the parcel of land which is divided into lots and common property under a strata plan or survey strata plan pursuant to Section 4(1) or Section 4(1b) of the Act, the registration of which effected the creation of the Strata Company under Section 32 of the Act.

“Successive Term” means a period of the same length of the Term, starting on the day of the Expiry Date or the preceding Successive Term, as the case may be;

“Term” means the period set out in Schedule A, Item 3;

2.0 Appointment of the Strata Manager

2.1 The Strata Company:

- (1) Appoints the Strata Manager as the strata manager for the Strata Company to assist in the management and administration of the Strata Company and to perform secretarial and financial functions; and
- (2) Authorises the Strata Manager to act on behalf of the Strata Company as is necessary to enable the Strata Manager to perform its duties under the Agreement. Such authorisation includes the authority to sign on behalf of the Strata Company all necessary documents pursuant to the Act other than documents that must be under the seal of the Strata Company; and
- (3) Warrants to the Strata Manager that the Strata Company has obtained the appropriate authority to make this appointment and it has taken all steps to make this appointment in compliance with the Act, the Regulations and the By-laws

2.2 The Strata Manager accepts the appointment and authorises and agrees to undertake the Agreed Services for the Term and any Successive Term for the Agreed Service Fee, unless and until this Agreement is terminated by operation of law or in accordance with clause 15;

2.3 The Parties acknowledge that the authority in clause 2.1 does not include the power to act where the Act, the Regulations or the By-laws require the Strata Company to pass a resolution including (but not limited to):

- (1) Creating varying or terminating exclusive use of or special privileges in respect of common property;
- (2) Granting or amending easements or covenants over lots or Common Property in the Strata Scheme;
- (3) Granting a Proprietor the right to effect structural erections, alterations and extensions to the Proprietor's lot;
- (4) Amending the Strata Plan;
- (5) Levying contributions on Proprietors; or
- (6) Incurring a cost, liability or expenditure exceeding the amount which the Council of Owners is empowered to expend under Section 47 of the Act;

Nor does the delegation derogate from the Strata Company's obligations under Section 35 of the Act.

3.0 Terms for Payment

3.1 The fees charged by the Strata Manager under this Agreement are in three parts:

- (1) The Agreed Services Fee is the fixed fee amount for performing the Agreed Services. This amount is set out in Schedule A, Item 11.

- (2) The Additional Services Fee is the fee for performing the services set out in Schedule B or otherwise agreed between the Strata Manager and Strata Company and is charged at the applicable hourly rate identified in Schedule A, Item 15; and
 - (3) The charges reasonably incurred by the Strata Manager by third parties in performing the Services. The Strata Manager will provide evidence of all charges incurred and shall be reimbursed by the Strata Company in accordance with Schedule A, Item 16
- 3.2 The Strata Company shall pay the fees charged at the time and in the manner described in Schedule A, Item 12.
- 3.3 Late payment of the Agreed Service Fee, Additional Services Fee or Charges shall incur interest at the rate specified in Schedule A, Item 10.

4.0 Authorities Granted to the Strata Manager

- 4.1 Unless instructed in writing otherwise, the Strata Company authorises the Strata Manager to disburse Strata Company funds for:
- (1) Payment of the Agreed Services Fee as specified in Schedule A, Item 11;
 - (2) Payment of the Additional Services Fee for any Additional Services performed by the Strata Manager as specified in Schedule A, Item 15;
 - (3) Payment for the Charges associated with the performance of the Services as specified in Schedule A, Item 16;
 - (4) Paying monies in accordance with the budget approved by the Strata Company;
 - (5) Payment of all other day to day expenses incurred by the Strata Company;
 - (6) Payment of insurance premiums and insurance excesses;
 - (7) Payment of audit, accountant's or legal fees; and
 - (8) Payment of the cost of repairs and maintenance carried out with the authority of the Council or by the authority of the Strata Company where performance of the repairs and maintenance is reasonably necessary for compliance with the Act.
- 4.2 The Strata Company authorises the Strata Manager to:
- (1) Open, close and otherwise operate any account in the Strata Company's name with an authorised deposit taking institution as defined in section 5 of the *Banking Act 1959* (Cth). Such account is to be in the name of the Strata Company; and
 - (2) Substitute the Strata Company's address for service with the Strata Manager's address with any third party utility providers or service providers. It is expressly agreed that the Strata Manager shall not substitute the Strata Company's address for services of notices under the Act or for the purpose of legal proceedings except in accordance with a valid resolution of the Strata Company.
- 4.3 The Strata Company agrees to provide the Strata Manager with a written authority authorising the Strata Manager to deal with third parties on the Strata Company's behalf for the purpose of

performing the Agreed Services within two business days of a reasonable written request from the Strata Manager.

- 4.4 The Strata Manager as agent will nominate the Strata Company as the principal in respect of any contracts or agreements entered into on behalf of the Strata Company, and shall have no liability as principal.

5.0 Duties and Obligations of the Strata Manager

5.1 The Strata Manager must:

- (1) Perform the Agreed Services;
- (2) Perform the Additional Services as defined in Schedule C as may be agreed between the Strata Manager and Strata Company from time to time, or where the Strata Manager reasonably considers that the performance of the Additional Services is necessary for compliance with the Act, the Regulations, the By-laws and this Agreement;
- (3) Provide the Insurances Services specified in Clause 13.0;
- (4) Take out and maintain professional indemnity insurance which shall be for a sum not less than \$2,000,000;
- (5) Submit a report of the Strata Manager's activities to each Annual General Meeting of the Strata Company and on termination of this Agreement and include in that report:
 - a) details of the indemnity insurance held by the Strata Manager; and
 - b) an account to the Strata Company for money received and payments made by the Strata Manager on behalf of the Strata Company.
- (6) At the Council's written request, report to the Council in writing on the carrying out of the functions and duties of the Strata Manager by this Agreement for which the Strata Manager will be entitled to charge at the rate specified in Schedule A, Item 15;
- (7) The Strata Manager must adhere to the following obligations in performing its duties:
 - a) act honestly and in good faith in the performance of the Strata Manager's Functions;
 - b) exercise care and due diligence in the performance of Strata Manager's Functions;
 - c) observe any code of professional conduct of Strata Community Australia Inc. or any other guideline or standard formally adopted or approved by SCA (WA); and
 - d) not make improper use of the Strata Manager's position to gain directly, or indirectly an advantage personally or for any other person, except as expressly permitted in Clause 7.0 below

5.2 The Strata Manager warrants that it is a member of SCA (WA) and the Strata Manager will immediately inform the Strata Company if that membership ceases.

6.0 Strata Company Obligations

6.1 The Strata Company must:

- (1) Have a duly elected Council that functions in accordance with Section 44 of the Act;
- (2) Have a duly elected Treasurer and at all times ensure compliance with the Strata Company's financial record keeping and reporting obligations;
- (3) Control and manage the Strata Company's financial affairs;
- (4) Have at all times a Strata Company Representative available to deal with the Strata Manager in accordance with Clause 8.0 below;
- (5) Make the Strata Manager aware of any defects or hazards in the Common Property and on Strata Company property and make prompt decisions in relation to any necessary repairs, maintenance and other works;
- (6) Ensure that the Strata Company, the Council, or the proprietors shall not convene an annual general meeting ("**AGM**") or extraordinary general meeting ("**EGM**") without giving seven days prior warning to the Strata Manager to issue a notice to convene an AGM or EGM;
- (7) Ensure that the Council or any subcommittee of the Council provides the Strata Manager with:
 - a) reasonable notices of all meetings; and
 - b) copies of all minutes of the Council or subcommittee to enable the Strata Manager to keep the Strata Company's records.

7.0 Strata Manage Commissions

- 7.1 The Strata Company acknowledges that the Strata Manager may be offered rebates, discounts and commissions in the course of providing the Agreed Services and the Additional Services.
- 7.2 The Strata Manager shall not receive any rebates, discounts and commissions or other fees from contractors, professionals or other providers of services to the Strata Company directly or indirectly unless:
- (1) Full disclosure of the percentage commission and a genuine estimate of the resulting dollar amount of such commission is given by the Strata Manager to the Strata Company in writing; or
 - (2) Disclosure of the rebate, discount or commission is made in Schedule D.

8.0 Strata Company Representative

8.1 The Strata Company acknowledges and warrants that:

- (1) The Strata Company Representative is validly nominated by the Strata Company to communicate with the Strata Manager on behalf of the Strata Company;
- (2) The Strata Manager accepts and acts on instructions communicated to the Strata Manager by the Strata Company Representative and any communication by the Strata Manager to the Strata Company Representative is deemed to be a communication to the Strata Company;

- (3) The Strata Company Representative is a member of the Council, or in the case of a corporate member of Council, the person nominated by the member of the Council to act for it; and
 - (4) The Strata Company may from time to time appoint other members of the Council to be the substitute Strata Company representative and must give written notice to the Strata Manager of such appointment whereupon the previous appointee shall cease to have the authority of the Strata Company.
- 8.2 The Strata Manager shall be entitled to act upon direct instruction applying the following order of precedence:
- (1) The Council of Owners;
 - (2) The Chairman of the Council of Owners; and
 - (3) The Strata Company Representative.

9.0 Responsibilities for Repairs and Maintenance

- 9.1 The Strata Company is responsible under the Act and the Regulations for repair and maintenance of Common Property.
- 9.2 The Strata Manager is not required to perform any services other than those referred to in the Agreed Services or Additional Services as may be agreed. Without limiting the effect of Clause 9.3(1), unless specified in Schedule C, the Strata Manager is not responsible:
- (1) to inspect the Common Property;
 - (2) to attend itself to any repairs, maintenance or other works;
 - (3) to make itself aware of any defects in the Common Property;
 - (4) to remedy any failure to comply with the National Construction Code or other applicable requirements or town planning requirements or any need for repair; nor
 - (5) for the existence of any danger or hazard.
- 9.3 The Strata Manager is not liable to the Strata Company for any loss or damaged caused to any other party arising from the condition, defects or damage to Common Property unless:
- (1) The Strata Manager knows or ought to know of the condition, damage or defect and the Strata Manager fails to take steps within a reasonable time to make the Strata Company aware of its need to make decisions and raise funds for the appropriate repairs, maintenance or other works;
 - (2) The Strata Manager has been instructed to arrange for third parties to attend to repairs, maintenance or other works and sufficient funds are available to the Strata Company for the works to be carried out but the Strata Manager fails to make such arrangements within a reasonable time; or
 - (3) Maintenance and repairs is part of the Agreed Services.
- 9.4 The Strata Company acknowledges that:

- (1) It is the entity in control of the Strata Scheme and the Common Property;
- (2) The Strata Manager is not in the business of providing repairs and maintenance services to the Common Property and will not do so; and
- (3) The Strata Company must ensure compliance with the obligations under the OSH Act and the Strata Company will, to the extent permitted by law, indemnify the Strata Manager against all claims for any loss or damage which may arise as a result of any breach by the Strata Company of obligations applicable to the principal contractor under the OSH Act.

10.0 Review of Fees

- 10.1 Unless otherwise agreed, the Agreed Service Fee, Additional Services Fee and Charges will be increased on each of the Review Dates by the Percentage Increase specified at Schedule A, Item 8.

11.0 Transfer or Assignment of this Agreement

- 11.1 The Strata Manager may transfer or assign this Agreement to a person or company provided the procedures set out below are complied with.
- 11.2 The Assignee must execute a Deed of Covenant in which the assignee promises to the Strata Company to be responsible for and comply with the obligations of the Strata Manager under this Agreement.
- 11.3 The Assignee must deliver the Deed of Covenant to the Strata Company or the chairperson of the Council on behalf of the Strata Company.
- 11.4 The Strata Company may give notice in writing of its refusal to agree to the Assignment within 14 days of receipt of the Deed of Covenant, but such notice must specify one or more of the following grounds for refusal:
 - (1) The Assignee is not a member of SCA (WA) or its equivalent in other states;
 - (2) The Assignee does not have the necessary qualifications and resources to fulfil the obligations of the Strata Manager under this Agreement;
 - (3) The Assignee does not have sufficient professional indemnity insurance to comply with clause 5.1(4);
 - (4) The Assignee or its employees has been engaged by the Strata Company in the 10 years before the proposed assignment; or
 - (5) The Assignee would have a conflict of interest in acting for the Strata Company.
- 11.5 If no Notice of Refusal is given by the Strata Company, upon delivery of the Deed of Covenant and without execution by the Strata Company, the Assignee will be entitled to all the benefits of the Strata Manager under this Agreement.
- 11.6 The Strata Company must if called upon by the Assignee formally appoint the Assignee and execute a substitute authority under Clause 2 to enable the Assignee to comply with this Agreement.

12.0 GST

- 12.1 The parties acknowledge that:

- (1) The Agreed Service Fee, Additional Service Fee and Charges include GST and are based on a GST rate of 10%; and
- (2) If the rate of GST increases or decreases the Agreed Service Fee, Additional Services Fee and Charges will simultaneously increase or decrease so that the Strata Manager receives the same GST-exclusive payment as it received before the change in rate of the GST.

13.0 Insurance

13.1 The Strata Company:

- (1) Must read the Product Disclosure Statement provided by the Strata Manager before making a decision to purchase insurance and decide as to the appropriate insurer, the amount of cover and the appropriate policy in good time to enable insurance renewal each year;
- (2) Acknowledges that the Strata Manager may recommend that it obtain a valuation of the cost of reinstatement and replacement of the building/s which the Strata Company is obliged to insure; and
- (3) Acknowledges that the Strata Manager is not in the business of providing insurance advice or insurance brokerage services and does not hold an Australian Financial Services License. While the Strata Manager may assist the Strata Company to source insurance, the Strata Company is alone responsible for determining the appropriateness of that insurance.

14.0 Liability of the Strata Manager to Strata Company and Indemnities

- 14.1 The Strata Company releases and indemnifies the Strata Manager and holds the Strata Manager harmless from and against all Loss in relation to or arising directly or indirectly out of the performance or non-performance by the Strata Manager of any Services or the exercise of its functions and duties pursuant to this Agreement or otherwise from any cause of action without limitation except to the extent that such loss is caused by or contributed to by the Strata Manager's dishonesty, fraud or negligence.
- 14.2 If the Strata Manager breaches its obligations in relation to the Services or the exercise of its functions or duties under this Agreement and the Strata Company has contributed to the Strata Manager's breach, the Strata Company agrees to indemnify the Strata Manager immediately upon demand against any Loss to the extent that the Strata Company has contributed to the breach.
- 14.3 The Strata Company must on demand make good any funds overdrawn beyond the facility limits without authority in the bank accounts of the Strata Company.
- 14.4 The Strata Company indemnifies the Strata Manager and will hold the Strata Manager harmless against any loss or damage suffered by any third party in respect of goods or services provided to or for the Strata Company at the request of the Strata Company provided that such request was made in accordance with the provisions of this Agreement.
- 14.5 The Strata Company must indemnify the Strata Manager for all reasonable costs reasonably incurred by the Strata Manager:
 - (1) In connection with any matter relating to the Strata Company, Common Property or its property;
 - (2) From the exercise, attempted exercise or non-exercise of any function under this Agreement; or

- (3) In consequence of the Strata Manager being a party to any proceeding relating to the Strata Company.

14.6 The indemnities granted under this Clause survive the expiration or termination of this Agreement.

15.0 Termination

15.1 For the purposes of this clause, "Material Breach" means:

- (1) An act of fraud or dishonesty;
- (2) Failure to comply with Clause 5.1(1), 5.1(2), 5.1(3), 5.1(4), 5.1(5) or 5.1(6) of this Agreement where:
 - a) the Strata Company is not in arrears in respect of any payment due pursuant to clause 3; and
 - b) the Strata Company has issued a 14 day notice to the Strata Manager to comply with Clause 5.1(1), 5.1(2), 5.1(3), 5.1(4), 5.1(5) or 5.1(6) as the case may be; and
 - c) the Strata Manager has not remedied the breach or provided the Strata Company reasonable cause as to why it is not practicable to comply with Clause 5.1(1), 5.1(2), 5.1(3), 5.1(4), 5.1(5) or 5.1(6) as the case may be.

15.2 This Agreement may be terminated:

- (1) By mutual agreement of the Parties at any time;
- (2) Should the Strata Management wish to terminate the agreement, they will remain on and continue to perform their roll until a suitable replacement can be found;
- (3) By an order of the State Administrative Tribunal in accordance with Section 102 of the Act appointing an their duties until such time as a suitable replacement administrator to the Strata Company
- (4) By order of the District Court under Section 31 of the Act terminating the Strata Scheme;
- (5) By operation of law;
- (6) By the Strata Company if the Strata Manager is in Material Breach of this Agreement;
- (7) By the Strata Manager if:
 - a) the Strata Company fails to pay any money owing to the Strata Manager under this Agreement within 14 days after the Strata Manager serves a written notice on the Strata Company providing details of the unpaid amount; or
 - b) the Strata Company acts or fails to act so as to prevent the Strata Manager from properly and lawfully carrying out its obligations under this Agreement; or
 - c) The Strata Company fails to comply with Clause 6 where the Strata Manager has issued a 14 day notice to the Strata Company to comply with Clause 6 and the Strata Company has not remedied the breach.

15.3 If this Agreement is terminated, then:

- (1) The Manager must:
 - a) make available at the Strata Manager's office for collection by the Strata Company all funds, records and other property of the Strata Company in its possession within seven days after the Termination of the Agreement; and
 - b) provide a statement of income and expenditure and balance sheet up to the date of termination; and
 - c) ensure all access details and bank accounts referred to in Clause 4.2 are redirected to the Strata Company.
- (2) The Strata Company must pay the Strata Manager the Annual Services Fee and the Additional Service Fee and the Charges pro- rata to the date of seven days after the termination of this Agreement.

16.0 Document Retention and Privacy

16.1 The Strata Company accepts that the Strata Manager:

- (1) Will:
 - a) collect personal information relating to the Strata Company and the Proprietors while performing its obligations under this Agreement; and
 - b) only collect such personal information as is necessary and will only use personal information for the primary purpose of performing its obligations under this Agreement;
- (2) May disclose personal information of the Strata Company or the Proprietors to third parties as is reasonably necessary to perform its obligations under this Agreement; and
- (3) Undertakes to:
 - a) keep the Strata Company advised in relation to any updates or corrections required to any personal information it holds regarding the Strata Company or the Proprietors. The Strata Company may contact the Strata Manager at any time to check the accuracy of personal data at any stage throughout the Term and Successive Term of this Agreement;
 - b) take reasonable steps to ensure the accuracy of any personal information it holds; and
 - c) take reasonable steps to protect the Strata Company or any Proprietor's personal information from misuse and loss and from unauthorised access, modification or disclosure

16.2 The Strata Manager will retain its file, including any personal information for a further seven years after the expiration or termination of this Agreement. During this period the Strata Company's file will be kept in either electronic storage or in a secure offsite storage facility and the Strata Company may request the Strata Manager to provide it with a copy of its file. After this seven year period, the Strata Company's file will be destroyed unless the Strata Company makes alternative arrangements.

17.0 Proper Law

17.1 This Agreement is governed by and is to be interpreted in accordance with the laws of Western Australia. Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in Western Australian and the parties agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.

18.0 Entire Agreement

18.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and contains all of the representations, warranties, covenants and agreements of the Parties in relation to the subject matter of the Agreement as at the date of this Agreement.

18.2 The Parties agree that in entering into this Agreement no reliance has been placed on any oral statement, representation, undertaking, covenant or agreement made before the date of this Agreement and not contained in this Agreement.

19.0 Variations

19.1 This Agreement may be varied only by agreement in writing signed by the Parties.

19.2 If, in the opinion of one of the Parties, Parliament significantly amends the Act or the Regulations during the Term or Successive Term of this Agreement so as to render the operation of this Agreement impracticable, unfair or unreasonable, then that Party will give written notice to the other Party of an intention to vary the Agreement specifying the clause or clauses to be varied, how it is sought to be varied and the effect of the variation sought.

19.3 If the Party receiving the notice disputes the variation, the matter shall be resolved by the process set out in Schedule A, Item 17.

19.4 If the variation is not disputed, the variation will take effect as an agreed variation to this Agreement from the date specified in the notice or 28 days after the date of the notice, whichever is later.

20.0 Notices

20.1 A notice to a Party under this Agreement must be in writing and may be emailed, posted or delivered personally to the other Party to:

- (1) The address nominated by that Party appearing in Schedule A; or
- (2) Any other address nominated by that Party by written notice.

20.2 Delivery of the notice will be deemed to be given or made:

- (1) If by personal delivery, when delivered;
- (2) If by email, when sent; and
- (3) If by post, on the third Business Day after the date of posting.

EXECUTED as an Agreement

The Common Seal of The Owners of 6 Selby Place,)
Webborton, 6530, Strata Plan 79744 was affixed on)
_____ (date).)

Member of Council

Member of Council

Name of Council Member (printed)

Name of Council Member (printed)

EXECUTED by Bruel Strata Management,)
ACN 119 012 127 in accordance with Section 127 of)
the *Corporations Act 2001 (Cth)*)

Signature of Director/Secretary

Signature of Director/Secretary

Name of Director/Secretary (printed)

Name of Director/Secretary (printed)

Annexure 'C'

STORAGE UNITS INVESTMENTS W.A. PTY LTD

AND

DAN FARRO HOLDINGS PTY LTD

[ACN 627 645 550]

as trustee for

FARRINGTON FAMILY SUPERANNUATION

STORAGE UNITS MANAGEMENT AGREEMENT

Prepared by:



my law firm Pty Ltd [ABN 60 128 788 938]
PO Box 1208, Fremantle WA 6959
phone: 1300 LAW 888 – 1300 529 888
fax: (02) 8331 5755 email: help@mylawfirm.com.au

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THIS AGREEMENT dated 11 / 12 / 2020

BETWEEN

STORAGE UNIT INVESTMENTS W.A. PTY LTD [ACN 630 342 540]
Care of Unit 15, 142 South Terrace, Fremantle WA 6000 **(Manager)**

AND

DAN FARRO HOLDINGS PTY LTD [ACN 627 645 550]
as trustee for **FARRINGTON FAMILY SUPERANNUATION**
Care of 55 Mosedale Loop, WAIKIKI WA 6169
as the holder of Lot 35 on Strata Plan 79744
5 Selby Place, Webberton, Western Australia **(Owner)**

RECITALS

- A.** The Manager proposes to carry on the business known as Sun City Mini-Storage located at 5 & 6 Selby Place, Webberton, Western Australia.
- B.** This agreement governs the conduct of the business by the Manager and the relative rights and obligations of the Owner.
- C.** The parties wish to set out in this agreement the full terms and conditions upon which the business is to be conducted and the rights and obligations which will attach to the Owner's respective entitlement to the income of the business.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

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- (c) Grammatical forms of defined words or phrases have corresponding meanings;
 - (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Western Australia;
 - (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
 - (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

In this agreement, unless the context otherwise requires:

- (a) Accounts means the consolidated audited financial statements comprising the statement of financial position and the statement of financial performance of the Manager prepared as at 30 June each year in accordance with the accounting standards and practices approved for the purpose of the Corporations Act;
- (b) Board means the board of directors of the Manager;
- (c) Board meeting means a duly constituted meeting of directors of the Manager;
- (d) Business means the storage unit hire business known as Sun City Mini-Storage located at 5 & 6 Selby Place, Webberton, Western Australia and any other business approved by special resolution of the directors from time to time;
- (e) Constitution means the constitution of the corporate Manager;
- (f) Director means a director of the Manager;
- (g) Encumbrance means mortgage, pledge, lien, charge, assignment, or any other security agreement or arrangement;
- (h) Financial year means a period from and including 1 July in a year to and including 30 June of the following year;
- (i) Manager means Storage Unit Investments W.A. Pty Ltd or any additional substitute or replacement Manager.

3. Owner income entitlement structure

The Business is made up of 105 individual storage units of different dimensions which the Manager has determined through independent external professional service providers that the Business income after all expenses ("Net Income") will be distributed over a total number of 20,000 (Twenty Thousand) "units".

The Owner in this agreement is entitled to the Net Income of **389 (Three Hundred and Eighty Nine)** units as at the date of this agreement.

RM

4. Management of the company

Principal activity

- (a) The Owner agrees that the principal activity will be the Business in Australia.
- (b) The Business will be irrevocably managed by the Manager on an exclusive basis for an undefined term.
- (c) The day to day running of the Business will be conducted by an Agent appointed by the Manager, with such cost being borne by the Owners as a collective, together with all other running costs of the Business.

5. Owner covenants

Each Owner covenants with the other Owners and the Manager:

- (a) To co-operate and use its reasonable endeavours to ensure that the Manager successfully carries on the Business;
- (b) Not to use confidential information of the Manager in a way which damages, or is reasonably likely to damage, the interests of other Owners;
- (c) Not to unreasonably delay any action, approval, direction, determination or decision required of it;
- (d) To make approvals or decisions that are required of it in good faith and in the best interests of the Manager carrying on the Business as a commercial venture on behalf of all Owners; and
- (e) To be just and faithful in its activities and dealings with the Manager and other Owners.

6. Execution of documents

- (a) Any document to be executed by the Manager must be executed by two directors of the Manager company.
- (b) The directors may by an ordinary resolution of the board authorise a person who is not a director to sign a document on behalf of the Manager provided that at least one director also signs the relevant document.

7. Dividends

Dividends must be declared and paid at the end of each financial year unless a special resolution of the Manager resolves otherwise. The first dividend will be paid at the end of the 2020 financial year. The Manager may determine to make payments on account of dividends during the course of a financial year.

8. Accounts

- (a) The Manager must keep proper accounting records and accounts.
- (b) The financial year for the Business will be July 1 to June 30.
- (c) The Manager must cause the accounts to be prepared in relation to each financial year and forwarded to each Owner within three months after the end of the relevant financial year.
- (d) The Manager must ensure that the accounts are prepared in accordance with approved accounting standards and audited by the Manager's auditor.
- (e) The Manager must forward copies of the draft form of the accounts to each Owner as soon as practicable after receipt from the Manager's auditor.

9. Encumbering units

No Owner shall allow any units held by it in the Business to be encumbered.

10. Insurance

The Manager must ensure that the Business maintains adequate insurance in respect of risks normally associated with the business and other insurance as required by law.

11. Mediation

- (a) If the Manager or Owners are unable to agree on a matter of fundamental importance with regard to the operation of the Business and are unable to resolve the dispute within 30 business days of it first arising, they must in good faith endeavour to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or determination or similar techniques agreed by them. If the dispute is not promptly resolved, any Owner may give notice to the other Owners of their intention to refer the dispute to mediation.
- (b) Where a Owner gives notice of their intention to refer a dispute to mediation that Owner must within 10 business days of the referral prepare and circulate to the other Owners, through the Manager, a memorandum setting out its position on the dispute and its reasons for adopting such a position.
- (c) If the Owners do not agree within five business days of receipt of that memorandum as to the dispute resolution technique and procedures to be adopted, and the timetable for all steps in those procedures, and the selection and compensation of the independent person required for such technique, then the Owners must request that the Law Society of Western Australia appoint the independent mediator and be bound by that

appointment. mediate the dispute in accordance with the mediation rules of the Australian Disputes Centre in Sydney, with the mediator to be selected and the mediation organised by the Australian Disputes Centre or a similar organisation agreed to by all parties.

- (d) The Owners must bear their own costs of dealing with any dispute and the costs of any expert or mediator will be borne equally by the Owners.

12. Non competition

Each Owner acknowledges and agrees with the Manager and each other that:

- (a) During this agreement and for a period of three years after they cease to be a Owner or associated with the Manager or the business conducted by the Manager they shall not directly or indirectly and whether solely or jointly or as owner, employee, director, manager, agent, servant, adviser, consultant, investor, Manager, partner, joint venturer, shareholder or unit holder be engaged in a business directly competitive with that of the Manager; and
- (b) This restraint of trade is expressly acknowledged by each of the Owners to be no greater than is reasonably necessary to protect the goodwill and intellectual property of the Business conducted by the company as Manager for the remaining Owners so as not to derogate from the remaining Owners right to enjoy the full benefit of ownership of the Business as well as to protect the future value and return to the Business and its Owners of its investment, development, management, operation, trading and marketing of the Business, the intellectual property and all other items included in or associated with the Business conducted by the Manager on behalf of all the Owners.

13. Conflicts of interest

Each Owner must declare any conflict of interest which they may have, or may potentially have with the Business, but is not otherwise bound to avoid conflicts of interest between the Business of the Manager and any other business, or interest of the Owner.

14. Confidentiality

- (a) Each Owner severally agrees with each other Owner that all information in relation to the Business of the other Owner's or any related body corporate or trust, including, any trade secrets, operations know how, or any information concerning the organisation, management and finances of those businesses is confidential and must not be disclosed, divulged or otherwise placed at the disposal of any person not being a party to this agreement except:
- (i) To employees, legal advisers, auditors and other consultants requiring the information for the purposes of this agreement with the consent of the party who supplied the information; or
- (ii) If the information is prior to the execution of this agreement lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or

-
- (iii) If required by law or a stock exchange regulations; or
 - (iv) If the information is or becomes generally and publicly available other than through the default of a party who divulges the information; or
 - (v) To any prospective purchaser/assignee of a unit after such person has signed a confidentiality agreement acceptable to all Owners.
- (b) These provisions continue in full force and effect for a period of 2 years after the termination of this agreement.

15. Mutual covenants

Each Owner warrants to the other Owners that it has the capacity to enter into and to perform and complete its obligations under this agreement; that it has taken all necessary legal action to authorise the entry into and performance of this agreement and its obligations under this agreement; and that it will punctually discharge all its obligations under this agreement and the constitution.

16. Exclusion of implied relationships

The Owners agree that:

- (a) Their rights, duties and obligations under this agreement are several and not joint or joint and several;
- (b) Nothing in this agreement constitutes or may be construed as constituting any Owner as the partner, agent, employee or representative of any other Owner;
- (c) No Owner has power to incur obligations on behalf of or pledge the credit of the other Owners in any way;
- (d) Except as provided in this agreement, no Owner has authority to act for or to create or assume any responsibility or obligation for the other Owners; and
- (e) Each Owner agrees to indemnify the other Owners and the Manager and the Business from and against any and all losses and liabilities arising out of any breach of this agreement.

17. Term of agreement

This agreement continues in force and effect until terminated by written agreement between the Owners and the Manager or until all of the units are beneficially held by one party or the liquidation of the Manager.

18. Continuing rights

Termination of this agreement does not extinguish or otherwise affect any rights of any party to this agreement against the other which accrued before the time at which this agreement terminated or otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this agreement which arose before the time at which this agreement terminated.

19. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

20. Miscellaneous

(a) **Remedies**

Each party to this agreement acknowledges and agrees that if any of them breach the agreements herein contained damages may not be an adequate remedy and the agreed terms will be enforceable by injunction, order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit.

(b) **Waiver**

A waiver of a provision of or right under this agreement is effective only if it is in writing signed by the party granting the waiver.

(c) **Invalidity**

Any provision of this agreement which is invalid or unenforceable in any jurisdiction will, as to that jurisdiction only, be read down or severed to the extent of that invalidity or unenforceability. The remaining provisions of this agreement which are self sustaining and capable of separate enforcement without regard to the read down or severed provision in that jurisdiction are and will continue to be valid and enforceable in accordance with their terms.

(d) **Amendment**

This agreement may be amended only by an instrument in writing signed by all the parties to this agreement.

(e) **Counterparts**

This agreement may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument, and the date of the agreement will be the date on which it is executed by the last party.

(f) **Assignment**

Except as herein provided, no Owner may assign its rights or obligations under this agreement to any person without the prior written consent the Manager.

(g) **Costs**

The Owner must pay a nominal fee of \$220 including GST towards the Manager's full costs of preparing and executing this agreement. Each Owner must pay in their respective proportions all stamp duty on this agreement and on any document executed to give effect to this agreement.

(h) **Entire agreement**

This agreement, together with any documents referred to in this agreement or executed simultaneously in connection with this agreement, comprises the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all prior understandings, agreements, representations and correspondence with respect to the same.

(i) **Further assurances**

Each party to this agreement will, at its own expense and without additional consideration, upon receipt of a request by another party promptly do such further acts and will execute, acknowledge, deliver and record such other documents and instruments as may be reasonably necessary or desirable from time to time to give full effect to this agreement and any transaction contemplated by this agreement.

Execution page

SIGNED AS AN AGREEMENT

Executed by)
STORAGE UNITS INVESTMENTS)
W.A. PTY LTD [ACN 630 342 540])
in accordance with section 127(1))
of the *Corporations Act 2001* (Cth))
by authority of its directors:)
)


.....
Signature of director

Clinton Ross Pearce
.....
Name of director

.....
Signature of director

.....
Name of director

Executed by)
DAN FARRO HOLDINGS)
PTY LTD)
[ACN 627 645 550])
in its capacity as trustee for)
FARRINGTON FAMILY)
SUPERANNUATION)
in accordance with section 127(1))
of the *Corporations Act 2001* (Cth))
by authority of its directors:)
)


.....
Signature of director

Daniel David Farrington
.....
Name of director

.....
Signature of director

.....
Name of director

TITLE	Storage Unit Contract - Farrington Family Superannuation
FILE NAME	FARRINGTON FAMILY...35 on SP79744.pdf
DOCUMENT ID	cb389448b242a9d69920ee152c298a2a41c9c041
AUDIT TRAIL DATE FORMAT	DD / MM / YYYY
STATUS	• Completed

Document History



SENT

10 / 12 / 2020
12:21:05 UTC+8

Sent for signature to Daniel David Farrington (renee79122@hotmail.com) and Clinton Pearce (clinton@westcoastfinance.com.au) from admin@moneywa.com.au
IP: 49.196.17.223



VIEWED

10 / 12 / 2020
12:29:44 UTC+8

Viewed by Clinton Pearce (clinton@westcoastfinance.com.au)
IP: 220.235.86.107



SIGNED

10 / 12 / 2020
12:30:25 UTC+8

Signed by Clinton Pearce (clinton@westcoastfinance.com.au)
IP: 220.235.86.107



VIEWED

11 / 12 / 2020
07:14:41 UTC+8

Viewed by Daniel David Farrington (renee79122@hotmail.com)
IP: 120.16.66.18



SIGNED

11 / 12 / 2020
07:26:35 UTC+8

Signed by Daniel David Farrington (renee79122@hotmail.com)
IP: 120.16.66.18



COMPLETED

11 / 12 / 2020
07:26:35 UTC+8

The document has been completed.



BUSINESS LOAN AGREEMENT

This Agreement is between:

PMA AUSTRALIA (WA) PTY LTD (ACN 609 603 198) of UNIT 13, 142 SOUTH TERRACE,
FREMANTLE, WESTERN AUSTRALIA 6160 AUSTRALIA

("Lender")

and

DANIEL DAVID FARRINGTON of 55 MOSEDALE LOOP, WAIKIKI, WESTERN
AUSTRALIA 6169 AUSTRALIA

("Borrower")

and

DANIEL DAVID FARRINGTON of 55 MOSEDALE LOOP, WAIKIKI, WESTERN
AUSTRALIA 6169 AUSTRALIA

("Guarantor")

Background

- A. The Borrower wishes to borrow money from the Lender.
- B. The Lender is prepared to lend the money to the Borrower on these terms.
- C. The Guarantor has also agreed to perform the Borrower's Covenants in respect of the debt.

1. DEFINITIONS AND INTERPRETATION

1) Definitions

These words mean:

"Agreement" means this document as varied from time to time.

"Amount Lent" means \$84,995.00 plus any amounts previously lent and any further amounts advanced from time to time.

"Borrower's Covenants" means each covenant, agreement or obligation contained or implied in this Agreement or imposed by law to be observed and performed by the Borrower.

"Business Day" means any day not being a Saturday, Sunday or public holiday in Western Australia.

"Date of the Loan" means the date that this Agreement was entered into.

"Default Charge" means any additional cost, including enforcement costs and legal costs that the Lender incurs as a result of any late payment.

"Default Rate" means a rate being 2% greater than the Interest Rate per annum.

"Duty Acts" includes the *Duties Act 1999* (ACT), *Duties Act 1997* (NSW), *Duties Act 2008* (WA), *Duties Act 2001* (Old), *Duties Act 2000* (Vic), *Duties Act 2001* (Tas), *Stamp Duties Act 1923* (SA) and the *Stamp Duty Act* (NT).

"Event of Default" means the events specified in clause 5 of this Agreement.

"Instalment Amount" means the amount specified in the repayment schedule annexed to this Agreement and signed by all the Parties.

"Instalment Dates" means the dates specified in the repayment schedule annexed to this Agreement and signed by all the Parties.

"Interest Rate" means 4.95% per annum.

"Lender's Powers" means all or any of the rights powers and remedies contained or implied in this Agreement exercisable by the Lender against any person.

"Material Adverse Change" means any change in circumstances of the Borrower that the party knows, or should know, will materially affect its capacity to perform its obligations under this agreement.

"Net Advance Amount" means \$84,995.00 plus any amounts previously lent and any further amounts advanced from time to time.

"Other Amounts Payable" means all amounts (other than the Amount Lent) payable by the Borrower under this Agreement, including:

- a) interest;
- b) costs and expenses set out in clause 4 of this Agreement;
- c) all other money which the Lender advances to the Borrower;
- d) all other money which the Lender pays, or becomes actually or contingently liable to pay, to, for or on behalf of, or for the accommodation of, the Borrower, either alone or jointly with any other person, whether or not the payment is made or the liability arises under this Agreement, by way of advances or by reason of the Lender becoming a party to any negotiable instrument or guarantee or indemnity; and
- e) all other money which is or becomes owing to the Lender by the Borrower.

"Party" means the parties to this Agreement and **"Parties"** has a corresponding meaning.

"Term of the Loan" is 120 MONTHS from the Date of the Loan. However, the Borrower is at liberty to repay any part or all of the monies owing under this Agreement at any time before the expiration of the Term of the Loan.

2) Interpretation

- a) If the Borrower or Guarantor (if any) comprises two or more persons, the terms on their part bind and are observed and performed by them jointly and each of them severally and may be enforced against any one or any two or more of them.
- b) References to clauses are references to clauses of this Agreement unless otherwise stated.
- c) Headings do not affect this Agreement.
- d) Words meaning the singular include the plural and vice versa. Any gender includes the other genders. Any reference to a person includes a reference to a corporation, firm, authority, government or governmental agency.
- e) All monies are in Australian currency.
- f) A reference to a statute, ordinance, code, or other law, includes all regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements, of any of them.
- g) A reference to any Party or to any other agreement, deed, licence, document or other instrument required under this Agreement or for the purposes of this Agreement includes that Party's executors, administrators, substitutes, successors and permitted assigns.
- h) "Including" and similar expressions are not words of limitation.
- i) When the day or last day for doing an act is not a Business Day, the day or last day for doing the act will be the next following Business Day.

2. AMOUNT LENT AND INTEREST

- a) The Lender will pay the Net Advance Amount to the Borrower on the Date of the Loan, and the Borrower must pay the Amount Lent and all Other Amounts Payable to the Lender (without deduction or set-off) by instalments of the Instalment Amounts, on the Instalment Dates for the Term of the Loan.
- b) The Lender will charge the Borrower interest on the Amount Lent. The interest charge is calculated daily on the outstanding balance of the Amount Lent at the Interest Rate until the Amount Lent is fully repaid. Interest charges accrue daily and are payable in accordance with clause 2 a). Interest charges may also be debited on the day the Borrower repays the balance and all other amounts the Borrower owes under this Agreement (including when the loan is repaid early).
- c) Notwithstanding any term, whether express or implied, in this Agreement or any rule of law or course of conduct to the contrary, payments made under this Agreement, whatever their nature, must, to the full extent permitted by law, be made by the Borrower without any deduction for, or on account of, any income or other taxes, imposts, deductions or other withholdings of any kind (collectively "Withholdings"). If the Borrower is compelled by law to deduct any Withholdings from any payment, the

Borrower must ensure that the deduction made does not exceed the minimum legal liability in that regard. The Borrower must also pay to the Lender whatever additional amount is necessary (after allowing, for the avoidance of doubt, for Withholdings from that amount) to ensure the Lender receives the full amount of the payment due under this Agreement as if the Withholdings had not been deducted.

- d) Unless otherwise directed by the Lender, the Borrower must make all payments under this Agreement by electronic bank transfer to the Lender's bank account as advised by the Lender to the Borrower from time to time.
- e) Where a Lender is lending money to a company and could be adversely affected by the Debt Equity rules contained in Division 974 of the *Income Tax Assessment Act 1997* (Cth) then this Agreement is to be interpreted and read down so that the money so lent to the company is at all times a loan to the company and not an injection of equity into the company. Further, the Agreement is to be interpreted and read down so that the repayment of any monies are not dividends but are repayments of debt and where applicable interest on that debt. Further, in these circumstances where the Term of the Loan is in excess of the requirements of a loan required by Division 974 then the Term of the Loan is accordingly reduced so that there is compliance with Division 974. Further, where the Interest Rate is under the rate required to comply with Division 974 then the rate is increased accordingly to a minimum rate to ensure that the monies lent remain monies lent under Division 974.

3. INSTALMENT DELAY

If the Instalment Amount is unpaid for 7 days after the relevant Instalment Date (whether formally demanded or not) then a higher rate of interest is payable on the Instalment Amount or so much of the Instalment Amount as is owing from time to time. This interest is calculated daily at the Default Rate and is payable on the next Instalment Date and added to the next Instalment Amount. The Lender may also charge the Borrower a Default Charge when an Instalment Amount is paid late.

4. OTHER COSTS AND CHARGES

- a) The Borrower must pay to the Lender all the Lender's costs and expenses arising from:
 - i) the instruction, negotiation, preparation, signing, stamping and registration of this Agreement, including any discharge;
 - ii) any exercise or attempted exercise of the Lender's Powers under this Agreement;
 - iii) any breach of the Borrower's Covenants under this Agreement;
 - iv) obtaining or attempting to obtain payment of the monies due under this Agreement; and
 - v) any action, suit or proceeding arising out of or concerned with or incidental to any of the matters referred to in this clause,

if they are of a reasonable amount and have been reasonably incurred and which costs will be presumed to be:

- vi) reasonably incurred if incurred with express or implied approval of the Lender;
- vii) reasonable in amount if the amount is expressly or impliedly approved by the Lender; and
- viii) reasonable in amount if calculated at an agreed hourly rate as stated in or written agreement between the Lender and the Lender's solicitors,

and the Borrower must indemnify the Lender against all liability, loss, costs, charges and expenses arising out of any matter referred to in this clause or in respect of delay or failure to make any payment referred to in this clause.

- b) The Borrower must pay interest at the Interest Rate to the Lender on all outstanding costs and expenses. The Lender will calculate this from the date of demand for payment.
- c) The Borrower must pay all duties payable under any Duty Acts and any other taxes, duties, registration, lodgement, discharge and other costs imposed by the State or Federal Government associated with this Agreement.
- d) The Borrower must pay any other fees and charges due under this Agreement.

5. BORROWER UNDERTAKINGS

The Borrower provides the following undertakings to the Lender:

- a) that the Loan Amount shall be applied solely to the following purpose, referred to hereinafter as the 'Approved Purpose':
 - i) new business establishments;
 - ii) business developments and expansion;
 - iii) purchase business assets;
 - iv) use for any business purpose;
- b) to make no counter-claim or set-off against any payment due under this agreement and make such payments on or before the date they fall due for payment without any deductions whatsoever;
- c) to provide notice to the Lender of any Events of Default or Material Adverse Change.

6. EVENTS OF DEFAULT

An Event of Default occurs if:

- a) the Borrower, as principal Borrower or otherwise, fails to pay the Amount Lent or Other Amounts Payable on the due date for payment whether under this Agreement or otherwise;
- b) the Borrower does not observe or perform any of the Borrower's Covenants;

- c) the holder of a mortgage or charge over any of the property of the Borrower enforces, or attempts to enforce, any right under that mortgage or charge;
- d) a receiver of any of the property of the Borrower is appointed;
- e) a compromise or arrangement is made between the Borrower and a lender of the Borrower;
- f) an application is made to a court for an order summoning a meeting of any class of lenders of the Borrower;
- g) the Borrower is a body corporate, and:
 - v) an application is made, a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Borrower to be wound up unless the winding up is for the purpose of reconstruction and the Lender has first approved the scheme of reconstruction;
 - vi) a resolution is passed, or a meeting is convened for the purpose of considering a resolution, for the Borrower to be placed under official management;
 - vii) a meeting of the Borrower is called to pass a resolution that any share capital not called up is not capable of being called up except in the event of the Borrower being wound up;
 - viii) the Borrower is unable to pay its debts within the meaning of the *Corporations Act 2001* (Cth); or
 - ix) an application is made or notice given or other procedure commenced for the dissolution or cancellation of the registration of the Borrower or having a similar effect to the dissolution or cancellation of the registration of the Borrower;
- h) the Borrower becomes insolvent or admits in writing the inability of the Borrower to pay its debts;
- i) execution is levied on, or other lawful process is issued against, any property of the Borrower; or
- j) the Borrower is a natural person, and:
 - i) commits an act of bankruptcy as specified in the *Bankruptcy Act 1966* (Cth);
 - ii) executes a deed of assignment or a deed of arrangement or enters into a composition under Part X of the *Bankruptcy Act 1966* (Cth); or
 - iii) becomes incapable of managing the Borrower's affairs;
- k) where the Lender reasonably believe that the Loan Amount has been provided to the Borrower to some purpose other than the Approved Purpose;

- l) a Borrower breaches any law regulation, judgment, or administrative decision or decree, in circumstances where the Lender reasonably believe that breach will have an adverse effect on the Borrower's ability to meet its obligations under this agreement.

In the event that any one of more Events of Default shall occur, the Lender may, by notice in writing, require the Borrower to immediately repay the Loan and any accrued interest.

7. OCCURRENCE OF AN EVENT OF DEFAULT

If an Event of Default occurs as specified in clause 5 a) or 5 b), the Lender must give the Borrower written notice specifying the particular default and if the Borrower has not remedied the default to the satisfaction of the Lender within 10 days of receiving the notice of default or in the case of any other Event of Default:

- a) the Lender may demand immediate payment of the Amount Lent and Other Amount Payable;
- b) the Lender's Powers immediately become exercisable without demand or notice; and
- c) the Borrower will be deemed to be in default under this Agreement.

8. LENDER'S POWERS

- a) Subject to the notice required in clause 6, the Lender may exercise the Lender's Powers:
 - i) without proof of default by the Borrower;
 - ii) whether or not that default continues; and
 - iii) notwithstanding any laches, neglect, or previous waiver by the Lender, in respect of the Borrower's Covenants or the exercise of the Lender's Powers.
- b) Other than as specified in clause 6, the Lender need not allow time to lapse before exercising any of the Lender's Powers, unless a lapse of time is required by a law which cannot be excluded. If a lapse of time is required by a law which cannot be excluded, then if a period of lapse of time in relation to the exercise of any of the Lender's Powers is mandatory, the Lender shall allow that time to lapse.
- c) The Lender may exercise any of the Lender's Powers at their discretion, and separately or concurrently with any other Lender's Power.
- d) Failure to exercise or delay in exercising any of the Lender's Powers will not operate as a waiver of that Lender's Power.
- e) A single or partial exercise of any of the Lender's Powers will not preclude any other or further exercise of that Lender's Power, or the exercise of any other Lender's Power.
- f) The Lender is not liable for any loss caused by the exercise, attempted exercise, failure to exercise or delay in exercising any of the Lender's Power, whether by reason of negligence or otherwise.
- g) Neither the:

- i) payment by the Lender of money that should have been paid by the Borrower; nor
- ii) observance or performance by the Lender of an obligation, direction or order which may or ought to have been performed or observed by the Borrower,

constitutes a waiver of a default or breach by the Borrower and does not prevent the Lender from exercising any of the Lender's Powers whether or not the Lender has previously waived, delayed or neglected to exercise any of the Lender's Powers.

- h) No demand or notice made or given is waived by subsequent negotiation or payment.

9. GUARANTEE AND INDEMNITY

9.1 Guarantee and Indemnity

The Guarantor:

- a) unconditionally and irrevocably guarantees:
 - i) the due and punctual payment to the Lender of the Amount Lent and all Other Amounts Payable; and
 - ii) the Borrower's Covenants; and
- b) indemnifies and shall keep indemnified the Lender from:
 - i) loss, damage, costs and expenses suffered by the Lender by reason of any breach of the Borrower's Covenants; and
 - ii) all actions, claims and demands that are instituted against the Lender by any person.

9.2 In the Event of Default

- a) On demand from time to time, the Guarantor shall pay an amount equal to:
 - i) the Amount Lent; and
 - ii) all Other Amounts Payable,then due and payable in the same manner and currency which the Borrower is (or would have been) required to pay.
- b) A demand need only specify the amount owing. It need not specify the basis of calculation of that amount.

9.3 Term of the Guarantee

The obligations of the Guarantor are irrevocable and a continuing guarantee. Further, this clause:

- a) will not be taken to be wholly or partially discharged by the payment at any time of the Amount Lent and all Other Amounts Payable or by any settlement of account or

other matter or thing; and

- b) remains in full force until the Amount Lent and all Other Amounts Payable have been paid in full and the Guarantor has completely performed their obligations under this Agreement.

9.4 Effect of Guarantee

Neither this Agreement, nor the obligations of the Guarantor will be affected by anything which but for this provision might operate to release, prejudicially affect or discharge them or in any way relieve any Guarantor from any obligation. This includes the following:

- a) the granting of time or other indulgence or consideration by the Lender to any person;
- b) any subsequent transaction or arrangement between the Lender and any other person;
- c) the Lender becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction for any property or any person;
- d) the Lender failing or neglecting to exercise any of the Lender's rights, powers or remedies conferred on it by law or by any document or agreement;
- e) any amendment, variation, extension, release, discharge, abandonment, assignment or novation of the Agreement;
- f) any act, omission, laches or default on the part of the Lender where the liability of any person to the Lender would but for this provision have been affected released or discharged;
- g) any change in any circumstance (including the dissolution or any alteration in the composition of any partnership, committee or constitution of the Borrower);
- h) the release or discharge by the Lender of any property or any person from any of the Borrower's Covenants;
- i) the failure by the Lender or the Buyer to notify the Guarantor of any default under any document or agreement or other circumstance;
- j) any increase in the Amount Lent and Other Amounts Payable for any reason;
- k) the fact that the Amount Lent and Other Amounts Payable may not be recoverable or may cease to be recoverable or may never have been recoverable or that any transaction affecting in any way the Amount Lent and Other Amounts Payable or the Borrower's Covenants is void, voidable or unenforceable in whole, or part, whether initially or otherwise;
- l) any failure or agreement not to sue, exchange or modification made or any other dealing act or omission, whether constituting a waiver, election, estoppel or otherwise by the Lender for any judgment, order for payment of monies, speciality instrument, negotiable or otherwise or other security whatever recovered held or enforceable by the

Lender or any obligation or liability whatever for all or any of the Amount Lent and Other Amounts Payable or the Borrower's Covenants;

- m) the infancy, death, disability, bankruptcy, deed of arrangement, assignment or composition for the benefit of creditors, liquidation, scheme of arrangement, reduction of capital, capital reconstruction, or the appointment of a receiver and manager whether by the court or under the powers contained in any instrument, or official management of the Borrower or any Guarantor or notice of any of such circumstances; and
- n) the fact that one or more of the persons named as a guarantor may never sign this Agreement as guarantor or that the signing of this Agreement by any one or more of the Guarantor (other than the person sought to be made liable) is or may become unenforceable or void or voidable,

whether with or without the consent of the Guarantor. Without limitation, this Agreement binds a Guarantor even if it is, or has become, the only Guarantor bound. None of the above paragraphs limits the generality of any other.

9.5 Marshalling

The Lender is under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply or recover:

- a) any guarantee, document or agreement held by the Lender or the Borrower at any time; or
- b) any of the funds or assets that the Lender or the Borrower may be entitled to receive or have a claim on.

9.6 Stopped Cheques

The Guarantor agrees that any payment made to the Lender and later stopped for any reason or avoided by any statutory provision is not deemed to have discharged the Guarantor's liability. If this happens, then the Lender, the Borrower and the Guarantor are restored to the rights which each respectively would have had if the payment had not been made.

9.7 Principal and Independent Obligation

The obligation of the Guarantor is a principal and independent obligation. The obligation is not treated as ancillary or collateral to any other obligation unless it is satisfied.

9.8 Further protections for the Lender

Until:

- a) the Lender receives the Amount Lent and all Other Amounts Payable; and
- b) all the other Borrower's Covenants are performed and observed,

the Guarantor is not entitled to:

- c) claim the benefit of the Agreement; or

- d) claim the benefit of any distribution, dividend or payment arising out of or relating to the:
 - i) liquidation, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution of any corporation; or
 - ii) assignment for the benefit of creditor's arrangement or composition with creditors or the bankruptcy or death of any person, in competition with the Lender so as to diminish any distribution dividend or payment that (but for that proof the Lender) would otherwise have been entitled to receive;
- e) be subrogated to the Lender or the Borrower or claim the benefit of any guarantee held by the Lender or the Borrower at any time; and
- f) have or claim any right of contribution or indemnity from the Borrower, or any person who gives a guarantee in respect of the Amount Lent and all Other Amounts Payable.

9.9 Void Transactions

If any claim is upheld, conceded or compromised that any transaction affecting in any way the Amount Lent and all Other Amounts Payable or the observance or performance of the Borrower's Covenants is void or voidable then the:

- a) Lender becomes entitled against the Guarantor to all rights for the Amount Lent and all Other Amounts Payable or the observance of the other Borrower's Covenants as if that transaction had not taken place; and
- b) Guarantor must, on request, do all acts and sign all documents as the Lender may require to restore to the Lender securities (if any) held by it from the Guarantor immediately before that transaction.

9.10 Suspense Account

In the event of the liquidation or bankruptcy of the Borrower or any other person (including any Guarantor) each Guarantor authorises the Lender to do the following until the Lender has been paid the Amount Lent and all Other Amounts Payable in full:

- a) prove in respect of money which the Guarantor has paid the Borrower or paid the Lender under this Agreement; and
- b) retain and carry to a suspense account, and appropriate at the discretion of the Lender,

any dividend received in the liquidation or bankruptcy of the Borrower or any other person and any other money received in respect of the Amount Lent and all Other Amounts Payable.

9.11 Further Indemnities

If for any reason the Lender is unable to recover from any person the Amount Lent and all Other Amounts Payable or enforce the remedy of any other breach of the Borrower's Covenants then the Guarantor (as a separate and additional agreement) indemnifies the Lender for those monies and the breach of those covenants and as a principal obligation

agrees with the Lender to pay to the Lender on demand a sum equivalent to the total of those monies and the loss, damage, costs and expenses suffered or incurred by the Lender for the breach of those covenants.

9.12 Assignment of Lender's rights

The Lender may assign to any person all and any of its rights over the Guarantor.

9.13 Guarantor's Liability

Neither the Guarantor's liability nor the Lender's rights, remedies and recourse whether under this guarantee and indemnity or otherwise is altered, limited, prejudiced, discharged or diminished by any act or omission or any event of any description which might otherwise have (whether at law in equity or under statute) the effect of altering, limiting, prejudicing, discharging or diminishing the liability of the Guarantor under the Agreement either as a guarantor or principal Borrower or as an indemnifier.

9.14 Power of Attorney

The Guarantor and Borrower both irrevocably appoint the Lender (and every manager and other officer of the Lender for the time being authorised in that behalf by the Lender) as the lawful attorney for the Guarantor and the Borrower in its name and on its behalf and as the act and deed of the Guarantor and Borrower to exercise any of the Lender's powers under the Agreement capable of being exercised in the name of the Guarantor and the Borrower. This includes the proving for all monies owing to the Guarantor, other than the Lender, and to retain or appropriate at the Lender's discretion any amounts so received towards the Amount Lent and all Other Amounts Payable.

9.15 Independent Advice

The Guarantor has been advised by this clause to seek independent legal and financial planning advice. Whether the Guarantor has done so or not does not affect the validity of this guarantee.

10. OTHER TERMS OF AGREEMENT

10.1 Continuing security

This Agreement is a continuing security until satisfaction of all terms of the Agreement. This is notwithstanding any settlement of account or intervening payment.

10.2 Statutory powers

The powers given under any statute (except to the extent inconsistent with the terms in this Agreement) are in addition to the powers given under this Agreement. The Lender may exercise such powers when the Lender becomes entitled to demand payment of any part of the Amount Lent and all Other Amounts Payable.

10.3 Notice demand or consent

- a) Any communication under this Agreement is to be in writing and signed by the Party giving it. Except as otherwise provided the communication may be delivered or sent by registered post and addressed to the addresses detailed in clauses 9.c.iii., iv and v.
- b) Communications by post are deemed received 48 hours after posting.
- c) The Lender's postal address is the address of the first named Lender in this Agreement.
- d) The Borrower's postal address is the address of the first named Borrower in this Agreement.
- e) The Guarantor's postal address is the address of the first named Guarantor in this Agreement.

10.4 Power to remedy default

- a) If the Borrower defaults under this Agreement then the Lender may do such things and pay all such monies as in the absolute opinion of the Lender are desirable to secure the faithful performance of every promise in this Agreement. This is to protect the Lender against the risk of loss or damage of such default by the Borrower.
- b) All monies and payments made by the Lender under this clause are repayable by the Borrower to the Lender upon demand. Until so repaid the money is deemed part of the Amount Lent and all Other Amounts Payable, and bears interest at the Interest Rate as provided under this Agreement.

10.5 Application of Monies

The Lender may apply all amounts received by it from the Borrower in such manner and against such of the liabilities of the Borrower to the Lender and in such sequence as the Lender may decide.

10.6 Liability of Lender

The Lender is not answerable or accountable for any involuntary losses that may happen in the exercise of any powers given under this Agreement or any applicable statute.

10.7 Effect of waiver

No consent or waiver by the Lender under this Agreement releases the Lender from any part of this Agreement. The Lender accepting any interest payments after the Borrower's default does not prejudice the Lender of any rights under this Agreement.

10.8 Certificate by Lender

A certificate signed by the Lender (or by the Lender's solicitors or attorneys or officers) as to the amount of the Amount Lent and all Other Amounts Payable is, on the face of it, evidence of the facts stated in the certificate.

10.9 No merger on judgment

If a liability of the Borrower under this Agreement becomes merged in a judgment or order, the Borrower must pay interest on the amount owing for the time being under that judgment or order at the Interest Rate and in the manner applicable to that part of the Amount Lent and all Other Amounts Payable to which the judgment or order relates immediately prior to the entry of that judgment or the making of that order.

10.10 Proper law

The laws of Western Australia and where applicable the laws of the Commonwealth of Australia govern this Agreement.

10.11 Effect of signing

This Agreement is binding upon each person who has signed it notwithstanding the:

- a) failure of any other person named as a Party to sign it;
- b) avoidance or unenforceability of any part of this Agreement; or
- c) avoidance or unenforceability wholly or in part of this Agreement against any person named as a Party to it.

10.12 Severability

If any part of this Agreement becomes void or unenforceable then only that part is severed from this Agreement. All parts that are not void remain in full force and remain unaffected by the severance.

10.13 Variations to be in Writing

This Agreement may only be varied by deed executed by all the Parties. The obligations of the Guarantor will continue despite any variation to this Agreement.

10.14 Entire Understanding

This Agreement:

- a) is the entire agreement and understanding between the Parties on everything connected with the subject matter of this Agreement: and
- b) supersedes any prior agreement or understanding on anything connected with that subject matter.

10.15 Further Assurances

Each Party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.

10.16 Time is of the Essence

Time is of the essence of this Agreement in respect of any obligation of the Borrower to pay money.

10.17 Acknowledgment and Advice

The Borrower and the Guarantor warrant and covenant that they have read this Agreement and that before signing this Agreement they received independent legal advice as to, and fully understand, the obligations imposed on the Borrower and the Guarantor pursuant to this Agreement.

11. TRUSTEE PROVISIONS

If the Borrower is borrowing in its capacity as trustee of any trusts (express, stated or otherwise) then the Borrower warrants that:

- a) it has power as trustee of the trust to unconditionally sign and deliver and perform its obligations under this Agreement;
- b) in signing this Agreement and performing those obligations the Borrower (officers and agents) has properly performed its obligations to the beneficiaries of the trust;
- c) all necessary action required by the trust deed to authorise the Borrower's unconditional signing and delivery of and performance of its obligations under this Agreement is met;
- d) it is the only trustee of the trust;
- e) no action has been taken to remove the Borrower as trustee of the trust or to appoint an additional trustee of the trust;
- f) the Borrower has a right to be fully indemnified out of all the trust property for the Amount Lent; and
- g) the Borrower remains also personally liable for the Amount Lent.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Date this 5TH day of OCTOBER 2018

Lender:

Executed by PMA AUSTRALIA (WA) PTY LTD (ACN 609 603 198) in accordance with s127 of the *Corporations Act 2001* (Cth) or in accordance with its constitution by

1st Director's Signature

2nd Director's / Company Secretary's
Signature
(if applicable)

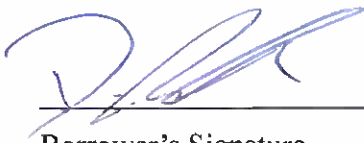
1st Director's Name
(please print)

2nd Director's / Company Secretary's Name
(please print)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.

Borrower:

Executed by DANIEL DAVID FARRINGTON





Borrower's Signature

DANIEL DAVID FARRINGTON

Borrower's Name
(please print)

and if only one person has signed, that person states that he/she is the sole director and sole secretary of the company.

Guarantor:

Signed by DANIEL DAVID FARRINGTON	
in front of the person below being over 18 years of age and not involved with the contents of this document or related to any of the parties to this document	
Witness Signature:	
Witness Name: (please print)	AARON SMITH
Witness Address:	90 MANCHESTER DRIVE HOCKING.
Witness Occupation:	PORT CONTROLLER

Important Note to Guarantors

By signing this document the guarantors (you) agree to pay money or meet the obligations of the Borrowers should they fail to make the due and punctual payment of any money owing under this Loan Agreement. The signing of this guarantee may pose a financial risk and you should read this Loan Agreement carefully and seek such independent legal/financial advice as you deem appropriate prior to signing this guarantee.



Bankwest, a division of Commonwealth Bank of Australia
 ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS ZERO TRAN ACCOUNT STATEMENT

Account of FARRINGTON FAMILY SUPERANNUATION
 DAN FARRO HOLDINGS PTY LTD

BSB: 306-060
 (Bank,State,Branch)
 Account Number 092033-1
 From 14/05/2020
 To 13/08/2020
 Statement Number 8

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
14/05/2020	OPENING BALANCE			\$47,368.05
20/05/2020	NAB Super Pay 46008700981000CTR3		\$399.35	\$47,767.40
02/06/2020	DPA WA Pty Ltd DPAWA		\$1,646.00	\$49,413.40
04/06/2020	NAB Super Pay 46008700981000CVZ6		\$399.35	\$49,812.75
18/06/2020	NAB Super Pay 46008700981000CY64		\$399.35	\$50,212.10
01/07/2020	NAB Super Pay 46008700981000CZJL		\$762.79	\$50,974.89
29/07/2020	NAB Super Pay 46008700981000D2RI		\$399.35	\$51,374.24
06/08/2020	NAB Super Pay 46008700981000D3YR		\$399.35	\$51,773.59
10/08/2020	Mattrodar Pty Lt Jul20-225		\$15.17	\$51,788.76
12/08/2020	NAB Super Pay 46008700981000D4IV		\$399.35	\$52,188.11
13/08/2020	ASIC Fees	\$280.50		\$51,907.61
13/08/2020	CLOSING BALANCE			\$51,907.61

Total Debits: -\$280.50
Total Credits: \$4,820.06

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Bankwest, a division of Commonwealth Bank of Australia
 ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS ZERO TRAN ACCOUNT STATEMENT

Account of FARRINGTON FAMILY SUPERANNUATION
 DAN FARRO HOLDINGS PTY LTD

BSB: 306-060
 (Bank,State,Branch)
 Account Number 092033-1
 From 14/08/2020
 To 13/11/2020
 Statement Number 9

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
14/08/2020	OPENING BALANCE			\$51,907.61
21/08/2020	SuperChoice P/L PC200820-190597555		\$399.35	\$52,306.96
26/08/2020	Lawyers Fees	\$385.00		\$51,921.96
04/09/2020	SuperChoice P/L PC030920-189596331		\$399.35	\$52,321.31
10/09/2020	Mattrodar Pty Lt Jul20-225		\$15.17	\$52,336.48
18/09/2020	SuperChoice P/L PC170920-109729687		\$1,897.15	\$54,233.63
05/10/2020	SuperChoice P/L PC011020-109467858		\$402.55	\$54,636.18
13/10/2020	Mattrodar Pty Lt Jul20-225		\$15.17	\$54,651.35
21/10/2020	SuperChoice P/L PC161020-106151820		\$402.55	\$55,053.90
30/10/2020	SuperChoice P/L PC291020-135780313		\$402.55	\$55,456.45
05/11/2020	AUSTRALIANSUPER 005774491		\$33,831.48	\$89,287.93
10/11/2020	Mattrodar Pty Lt Jul20-225		\$15.17	\$89,303.10
10/11/2020	AUSTRALIANSUPER 005779099		\$25,150.07	\$114,453.17
13/11/2020	SuperChoice P/L PC111120-162742028		\$402.55	\$114,855.72
13/11/2020	CLOSING BALANCE			\$114,855.72

Total Debits: -\$385.00

Total Credits: \$63,333.11



Bankwest, a division of Commonwealth Bank of Australia
 ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS ZERO TRAN ACCOUNT STATEMENT

Account of	FARRINGTON FAMILY SUPERANNUATION	BSB:	306-060
	DAN FARRO HOLDINGS PTY LTD	(Bank,State,Branch)	
		Account Number	092033-1
		From	14/11/2020
		To	12/02/2021
		Statement Number	10

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
14/11/2020	OPENING BALANCE			\$114,855.72
16/11/2020	Tax Store Willetton	\$385.00		\$114,470.72
17/11/2020	Storage Units Investment WA Pty Ltd	\$105,000.00		\$9,470.72
30/11/2020	SuperChoice P/L PC261120-163340224		\$402.55	\$9,873.27
10/12/2020	Mattrodar Pty Lt Jul20-225		\$15.17	\$9,888.44
11/12/2020	SuperChoice P/L PC101220-178444767		\$402.55	\$10,290.99
11/12/2020	SuperChoice P/L PC101220-178437562		\$213.75	\$10,504.74
29/12/2020	SuperChoice P/L PC241220-179994665		\$795.03	\$11,299.77
07/01/2021	SuperChoice P/L PC060121-184274759		\$213.75	\$11,513.52
07/01/2021	SuperChoice P/L PC060121-184281982		\$213.75	\$11,727.27
08/01/2021	SuperChoice P/L PC070121-184454558		\$402.55	\$12,129.82
13/01/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$12,144.99
22/01/2021	SuperChoice P/L PC210121-109742884		\$402.55	\$12,547.54
04/02/2021	Storage Unit Inv Dec-20-34		\$168.75	\$12,716.29
05/02/2021	SuperChoice P/L PC050221-109067208		\$402.55	\$13,118.84
08/02/2021	SuperChoice P/L PC050221-109128670		\$213.75	\$13,332.59
08/02/2021	SuperChoice P/L PC050221-109129002		\$210.10	\$13,542.69
09/02/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$13,557.86
12/02/2021	CLOSING BALANCE			\$13,557.86

Total Debits: -\$105,385.00

Total Credits: \$4,087.14



Bankwest, a division of Commonwealth Bank of Australia
 ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS ZERO TRAN ACCOUNT STATEMENT

Account of FARRINGTON FAMILY SUPERANNUATION
 DAN FARRO HOLDINGS PTY LTD

BSB: 306-060
 (Bank,State,Branch)
 Account Number 092033-1
 From 13/02/2021
 To 13/05/2021
 Statement Number 11

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
13/02/2021	OPENING BALANCE			\$13,557.86
16/02/2021	SuperChoice P/L PC150221-100803644		\$210.10	\$13,767.96
19/02/2021	SuperChoice P/L PC180221-101519120		\$402.55	\$14,170.51
26/02/2021	SuperChoice P/L PC220221-183706495		\$338.47	\$14,508.98
05/03/2021	SuperChoice P/L PC040321-127352445		\$402.55	\$14,911.53
05/03/2021	SuperChoice P/L PC040321-127302992		\$210.10	\$15,121.63
08/03/2021	Income Tax 2018/2019	\$1,628.26		\$13,493.37
08/03/2021	Activity Statement/ 4	\$568.00		\$12,925.37
12/03/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$12,940.54
22/03/2021	SuperChoice P/L PC170321-190914513		\$210.10	\$13,150.64
22/03/2021	SuperChoice P/L PC190321-191154663		\$756.80	\$13,907.44
06/04/2021	SuperChoice P/L PC010421-192772552		\$402.55	\$14,309.99
07/04/2021	Storage Unit Inv Mar-21-34		\$414.77	\$14,724.76
08/04/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$14,739.93
15/04/2021	SuperChoice P/L PC130421-173379542		\$211.78	\$14,951.71
15/04/2021	SuperChoice P/L PC130421-173377260		\$210.10	\$15,161.81
19/04/2021	SuperChoice P/L PC160421-180432424		\$402.55	\$15,564.36
30/04/2021	SuperChoice P/L PC280421-190111106		\$218.50	\$15,782.86
30/04/2021	SuperChoice P/L PC290421-172997658		\$402.55	\$16,185.41
11/05/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$16,200.58
13/05/2021	CLOSING BALANCE			\$16,200.58

Total Debits: -\$2,196.26

Total Credits: \$4,838.98



Bankwest, a division of Commonwealth Bank of Australia
 ABN 48 123 123 124 AFSL / Australian credit licence 234945

BUSINESS ZERO TRAN ACCOUNT STATEMENT

Account of	FARRINGTON FAMILY SUPERANNUATION	BSB:	306-060
	DAN FARRO HOLDINGS PTY LTD	(Bank,State,Branch)	
		Account Number	092033-1
		From	14/05/2021
		To	13/08/2021
		Statement Number	12

DATE	PARTICULARS	DEBIT	CREDIT	BALANCE
14/05/2021	OPENING BALANCE			\$16,200.58
17/05/2021	SuperChoice P/L PC130521-188785496		\$218.50	\$16,419.08
17/05/2021	SuperChoice P/L PC140521-134618820		\$402.55	\$16,821.63
28/05/2021	Tax Lodgment	\$2,420.00		\$14,401.63
28/05/2021	SuperChoice P/L PC270521-170577764		\$402.55	\$14,804.18
01/06/2021	Storage Unit Inv May-21-33		\$369.24	\$15,173.42
09/06/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$15,188.59
15/06/2021	SuperChoice P/L PC100621-110297377		\$402.55	\$15,591.14
23/06/2021	SuperChoice P/L PC220621-114692822		\$218.50	\$15,809.64
25/06/2021	SuperChoice P/L PC240621-115145777		\$768.85	\$16,578.49
29/06/2021	SuperChoice P/L PC280621-178889042		\$218.50	\$16,796.99
29/06/2021	SuperChoice P/L PC280621-178884807		\$218.50	\$17,015.49
06/07/2021	Storage Unit Inv Jun-21-34		\$191.80	\$17,207.29
09/07/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$17,222.46
13/07/2021	SuperChoice P/L PC120721-105451529		\$423.74	\$17,646.20
15/07/2021	SuperChoice P/L PC140721-143659270		\$218.50	\$17,864.70
27/07/2021	SuperChoice P/L PC260721-106270803		\$423.74	\$18,288.44
30/07/2021	SuperChoice P/L PC280721-160042142		\$230.00	\$18,518.44
10/08/2021	Mattrodar Pty Lt Jul20-225		\$15.17	\$18,533.61
12/08/2021	SuperChoice P/L PC090821-126002497		\$423.74	\$18,957.35
13/08/2021	CLOSING BALANCE			\$18,957.35

Total Debits: -\$2,420.00

Total Credits: \$5,176.77

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