

Beverley Mort Private Pension Fund

ABN 29 001 835 631

**Financial Statements
For the year ended 30 June 2021**

Pearson Group Nominees Pty Ltd

Accountants - Corporate Advisors

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Beverley Mort Private Pension Fund
ABN 29 001 835 631

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ABN 29 001 835 631
Detailed Operating Statement
For the year ended 30 June 2021

	Note	2021	2020
		\$	\$
<hr/>			
Revenue			
Members contributions		1,433.10	
Interest		10,037.57	25,707.64
Change in NMV real estate		(273,444.80)	273,441.80
Total capital gains		192,021.11	
Total revenue		<u>(69,953.02)</u>	<u>299,149.44</u>
Expenses			
Actuarial fees		319.44	
Accountancy		4,290.00	
Bank Fees And Charges		36.50	
Filing Fees		777.00	
Total expenses		<u>5,422.94</u>	
Benefits Accrued as a Result of Operations Before Income Tax		<u>(75,375.96)</u>	<u>299,149.44</u>
Income tax expense		11,170.20	2,108.10
Benefits Accrued as a Result of Operations		<u><u>(86,546.16)</u></u>	<u><u>297,041.34</u></u>

These financial statements are unaudited. They must be read in conjunction with the attached Accountant's
Compilation Report and Notes which form part of these financial statements.

Beverley Mort Private Pension Fund
ABN 29 001 835 631
Detailed Statement of Financial Position as at 30 June 2021

	2021	2020
	\$	\$
Other Assets		
Suncorp	51,000.15	
CBA Term		1,600,000.00
Cash at bank - Heritage S13	2,041.50	61,446.33
Heritage Term	1,990,334.22	
Land - 58 Menzies St Petrie Terrace		550,000.00
Total other assets	2,043,375.87	2,211,446.33
Total assets	2,043,375.87	2,211,446.33
Liabilities		
Taxation	8,201.19	16,649.79
Total liabilities	8,201.19	16,649.79
Net Assets Available to Pay Benefits	2,035,174.68	2,194,796.54
Represented by:		
Liability for Accrued Members' Benefits		
Allocated to members' accounts	2,035,174.68	2,194,796.54
	2,035,174.68	2,194,796.54

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Beverley Mort Private Pension Fund
ABN 29 001 835 631
Member's Information Statement
For the year ended 30 June 2021

	2021	2020
	\$	\$
<hr/>		
Beverley Joan Mort		
Allocated earnings	71,642.60	
Members contributions	1,433.10	
Benefits paid	(73,075.70)	
Balance as at 30 June 2021	<hr/> <hr/>	<hr/> <hr/>

Withdrawal benefits at the beginning of the year

Withdrawal benefits at 30 June 2021

Withdrawal Benefit

Your withdrawal benefit is the amount you are entitled to on resignation or retirement and represent the sum of:

- member contributions
- superannuation guarantee contributions
- award contributions
- other employer contributions made on your behalf

and earnings (after income tax) associated with the above contributions.

The preserved portion of your withdrawal benefit is the amount which cannot be paid out until you permanently retire from the workforce on or after age 55. The preservation age is to be increased from 55 to 60, on a phased in basis, by 2025.

Contact Details

If you require further information on your withdrawal benefit please contact Beverley Joan Mort or write to The Trustee, Beverley Mort Private Pension Fund.

Beverley Mort Private Pension Fund
ABN 29 001 835 631
Member's Information Statement
For the year ended 30 June 2021

	2021	2020
	\$	\$
<hr/>		
Robert Cameron Chisolm		
Opening balance - Members fund	1,211,058.14	1,050,612.65
Allocated earnings	(41,692.88)	162,553.59
Income tax expense - earnings	(11,170.20)	(2,108.10)
Balance as at 30 June 2021	<u>1,158,195.06</u>	<u>1,211,058.14</u>
Withdrawal benefits at the beginning of the year	1,211,058.14	1,050,612.65
Withdrawal benefits at 30 June 2021	1,158,195.06	1,211,058.14

Withdrawal Benefit

Your withdrawal benefit is the amount you are entitled to on resignation or retirement and represent the sum of:

- member contributions
 - superannuation guarantee contributions
 - award contributions
 - other employer contributions made on your behalf
- and earnings (after income tax) associated with the above contributions.

The preserved portion of your withdrawal benefit is the amount which cannot be paid out until you permanently retire from the workforce on or after age 55. The preservation age is to be increased from 55 to 60, on a phased in basis, by 2025.

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Beverley Mort Private Pension Fund
ABN 29 001 835 631
Member's Information Statement
For the year ended 30 June 2021

	2021	2020
	\$	\$
<hr/>		
Beverley Joan Mort		
Opening balance - Members fund	983,738.40	882,843.35
Allocated earnings	(106,758.78)	136,595.86
Benefits paid		(35,700.81)
Balance as at 30 June 2021	<u>876,979.62</u>	<u>983,738.40</u>
Withdrawal benefits at the beginning of the year	983,738.40	882,843.35
Withdrawal benefits at 30 June 2021	876,979.62	983,738.40

Withdrawal Benefit

Your withdrawal benefit is the amount you are entitled to on resignation or retirement and represent the sum of:

- member contributions
 - superannuation guarantee contributions
 - award contributions
 - other employer contributions made on your behalf
- and earnings (after income tax) associated with the above contributions.

The preserved portion of your withdrawal benefit is the amount which cannot be paid out until you permanently retire from the workforce on or after age 55. The preservation age is to be increased from 55 to 60, on a phased in basis, by 2025.

Contact Details

If you require further information on your withdrawal benefit please contact Beverley Joan Mort or write to The Trustee, Beverley Mort Private Pension Fund.

Beverley Mort Private Pension Fund
ABN 29 001 835 631
Member's Information Statement
For the year ended 30 June 2021

	2021	2020
	\$	\$
Amounts Allocatable to Members		
Yet to be allocated at the beginning of the year		0.01
Benefits accrued as a result of operations as per the operating statement	(86,546.16)	297,041.34
Benefits paid	(73,075.70)	
Benefits paid		(35,700.81)
Amount allocatable to members	(159,621.86)	261,340.54
Allocation to members		
Robert Cameron Chisolm	(52,863.08)	160,445.49
Beverley Joan Mort	(106,758.78)	100,895.05
Total allocation	(159,621.86)	261,340.54
Yet to be allocated	(159,621.86)	261,340.54
Members Balances		
Robert Cameron Chisolm	1,158,195.06	1,211,058.14
Beverley Joan Mort	876,979.62	983,738.40
Allocated to members accounts	2,035,174.68	2,194,796.54
Yet to be allocated		
Liability for accrued members benefits	2,035,174.68	2,194,796.54

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Beverley Mort Private Pension Fund
ABN 29 001 835 631
Comparative Trial Balance as at 30 June 2021

	2021 \$ Dr	2021 \$ Cr	2020 \$ Dr	2020 \$ Cr
Income				
0601		192,021.11		
0750.01		1,433.10		
0800		10,037.57		25,707.64
0880	273,444.80			273,441.80
Expenses				
1500	319.44			
1510	4,290.00			
1545	36.50			
1685	777.00			
1998.02	11,170.20		2,108.10	
Current Assets				
2001	51,000.15			
2005			1,600,000.00	
2008	2,041.50		61,446.33	
2010	1,990,334.22			
Non Current Assets				
2800			550,000.00	
Current Liabilities				
3325		8,201.19		16,649.79
Equity				
4000.02		1,211,058.14		1,050,612.65
4000.03		983,738.40		882,843.35
4080.01	73,075.70			
4080.03			35,700.81	
4199				0.01
	2,406,489.51	2,406,489.51	2,249,255.24	2,249,255.24
Net Loss	86,546.16			297,041.34

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Beverly Mort Private Pension Fund

Financial Year Ending 30 June 2020

30/06/2020	Name	Beverly Mort	Robert Mort	
	Date of Birth	26/02/1934	26/01/1968	
	Service Date	21/03/2006	21/03/2006	
	Total	Member 1	Member 2	
Member Opening Taxable		983,738.39	382,125.99	
Member Opening Tax Free		-	828,932.39	
Total Opening Bal	2,194,796.77	983,738.39	1,211,058.38	
Percentage		43.85%	56.15%	
Change in MV of Assets	-	-	-	
Tax Free Income	64,007.04	28,069.01	35,938.03	
Taxable Income	138,051.64	60,539.79	77,511.85	
Deductible Expenses	5,422.94	2,378.12	3,044.82	
Earnings (Not Rounded)	132,628.70	58,161.66	74,467.04	
Tax on Rounded Earnings	19,894.31			
Employers taxable contribs	-	-	-	
Members Taxable Contribs	-	-	-	
Members Undeducted Contribs	1,433.10		1,433.10	
Government Co-contributions	-	-	-	
Pension Drawn	-	-	-	
Member Specific Expense	-	-	-	
Earnings	132,628.70	58,161.66	74,467.04	
Change in MV of Assets	-	-	-	
Tax Free Income	- 273,444.80 -	119,913.75 -	153,531.05	
As per Operating Statement	- 75,375.96 -	33,683.08 -	41,692.88	
Less Tax - Contributions	-	-	-	
Less Tax - Earnings	11,170.20	-	11,170.20	
Total Tax	11,170.20	-	11,170.20	
Roll In's - Taxed	-	-	-	
Roll In's - Tax Free	-	-	-	
Roll Out's	-	-	-	
Benefits Paid	-	73,075.70		
Forfeited Benefits	-	-	-	
Ledger Allocated Earnings	- 86,546.16 -	33,683.08 -	52,863.08 -	106,758.78
Member Closing 'Taxable	1,204,809.42	876,979.61	327,829.81	
Member Closing 'Tax Free'	830,365.49	-	830,365.49	
Total Closing Balance	2,035,174.91	876,979.61	1,158,195.30	

Beverly Mort Private Pension Fund
Financial Year Ending 30 June 2020

	30/06/2020	Beverly Mort	Robert Mort
Name		26/02/1934	26/01/1968
Date of Birth		21/03/2006	21/03/2006
Service Date		Member 1	Member 2
Total		983,738.39	382,125.99
Member Opening Taxable		828,932.39	
Member Opening Tax Free		-	
Total Opening Bal	2,194,796.77	983,738.39	1,211,058.38
Percentage		43.85%	56.15%
Change in MV of Assets		-	-
Tax Free Income	64,007.04	28,069.01	35,938.03
Taxable Income	138,051.64	60,539.79	77,511.85
Deductable Expenses	5,422.94	2,378.12	3,044.82
Earnings (Not Rounded)	132,628.70	58,161.66	74,467.04
Tax on Rounded Earnings	19,894.31		
Employers taxable contribs	-	-	-
Members Taxable Contribs	-	-	-
Members Undeducted Contribs	1,433.10		1,433.10
Government Co-contributions	-	-	-
Pension Drawn	-	-	-
Member Specific Expense	-	-	-
Earnings	132,628.70	58,161.66	74,467.04
Change in MV of Assets	-	-	-
Tax Free Income	273,444.80	119,913.75	153,531.05
As per Operating Statement	75,375.96	33,683.08	41,692.88
Less Tax - Contributions	-	-	-
Less Tax - Earnings	11,170.20	-	11,170.20
Total Tax	11,170.20	-	11,170.20
Roll In's - Taxed	-	-	-
Roll In's - Tax Free	-	-	-
Roll Out's	-	-	-
Benefits Paid	-	73,075.70	-
Forfeited Benefits	-	-	-
Ledger Allocated Earnings	86,546.16	33,683.08	52,863.08
Member Closing 'Taxable	1,204,809.42	876,979.61	327,829.81
Member Closing 'Tax Free'	830,365.49	-	830,365.49
Total Closing Balance	2,035,174.91	876,979.61	1,158,195.30
		106,758.78	52,863.08

PART A Electronic lodgment declaration (Form P, T, F, SMSF or EX)

This declaration is to be completed where the tax return is to be lodged via an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the Taxation Administration Act 1953 to request the provision of tax file numbers (TFNs). The ATO will use the TFNs to identify each partner or beneficiary or entity in our records. It is not an offence not to provide the TFNs. However, you cannot lodge your tax return electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and disclose it to other government agencies, including personal information about the person authorised to sign the declaration. For information about privacy go to ato.gov.au/privacy

The Australian Business Register

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

Please refer to the privacy statement on the Australian Business Register (ABR) website (www.abr.gov.au) for further information – it outlines our commitment to safeguarding your details.

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax file number 841 499 949

Year 2021

Name of partnership, trust, fund or entity Beverley Mort Private Pension Fund

I authorise my tax agent to electronically transmit this tax return via an approved ATO electronic channel.

Important

Before making this declaration please check to ensure that all income has been disclosed and the tax return is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the Tax Office. The tax law provides heavy penalties for false or misleading statements on tax returns.

Declaration: I declare that:

- the information provided to the agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Signature of partner, trustee or director

Date

PART B Electronic funds transfer consent

This declaration is to be completed when an electronic funds transfer (EFT) of a refund is requested and the tax return is being lodged through an approved ATO electronic lodgment channel.

This declaration must be signed by the partner, trustee, director or public officer prior to the EFT details being transmitted to the Tax Office. If you elect for an EFT, all details below must be completed.

Important: Care should be taken when completing EFT details as the payment of any refund will be made to the account specified.

Agent's reference number 26033350

Account Name Mort Private Pension Fund

I authorise the refund to be deposited directly to the specified account.

Signature

Date

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)

Return year

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 (NAT3036).

Section A: Fund information

1 Tax file number (TFN)

The Tax Office 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)

3 Australian business number (ABN)

4 Current postal address

5 Annual return status

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

 A N

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

 B N

6 SMSF auditor

Auditor's name

Title

Family name

First given name

Other given names

SMSF Auditor Number

Auditor's phone number

Use Agent address details?

Postal address

Date audit was completed

 A

Was Part A of the audit report qualified?

 B

Was Part B of the audit report qualified?

 C

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

 D

Sensitive (when completed)

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 (must be six digits) 064483 Fund account number 10551559

Fund account name (for example, J&Q Citizen ATF J&Q Family SF) Mort Private Pension Fund

I would like my tax refunds made to this account. Y Print Y for yes or N for no. If Yes, Go to C.

Use Agent Trust Account? N

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

Fund account name (for example, J&Q Citizen ATF J&Q Family SF)

C Electronic service address alias

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

Fund's tax file number (TFN) 841 499 949

8 Status of SMSF Australian superannuation fund A Y Does the fund trust deed allow acceptance of the Government's Super Co-contribution and Low Income Super Contribution? C Y

Fund benefit structure B A Code

9 Was the fund wound up during the income year?

N Print Y for yes or N for no. If yes, provide the date on which fund was wound up Day Month Year

Have all tax lodgment and payment obligations been met?

10 Exempt current pension income

Did the fund pay retirement phase superannuation income stream benefits to one or more members in the income year? Y Print Y for yes or N for no.

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

If No, Go to Section B: Income

If Yes Exempt current pension income amount A 60,540

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

Segregated assets method B

Unsegregated assets method C X Was an actuarial certificate obtained? D Y Print Y for yes

Did the fund have any other income that was assessable? E Y Print Y for yes or N for no. If Yes, go to Section B: Income

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

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** Y N Print Y for yes or N for no.

Have you applied an exemption or rollover? **M** Print Y for yes or N for no.

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

Net capital gain **A** Loss

Gross rent and other leasing and hiring income **B**

Gross interest **C** Loss

Forestry managed investment scheme income **X**

Gross foreign income **D1** Loss
 Net foreign income **D** Loss

Australian franking credits from a New Zealand company **E**

Transfers from foreign funds **F** Number

Gross payments where ABN not quoted **H** Loss

Gross distribution from partnerships **I** Loss

* Unfranked dividend amount **J**

* Franked dividend amount **K**

* Dividend franking credit **L** Code

* Gross trust distributions **M** Code

Assessable contributions (R1 plus R2 plus R3 less R6) **R**

Calculation of assessable contributions

Assessable employer contributions

R1

plus Assessable personal contributions

R2

plus *No-TFN-quoted contributions

R3

(an amount must be included even if it is zero)

less Transfer of liability to life insurance company or PST

R6

Calculation of non-arm's length income

* Net non-arm's length private company dividends

U1

plus * Net non-arm's length trust distributions

U2

plus * Net other non-arm's length income

U3

* Other income **S** Code

*Assessable income due to changed tax status of fund **T**

Net non-arm's length income (subject to 45% tax rate) (U1 plus U2 plus U3) **U**

#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** Loss

Exempt current pension income **Y**

TOTAL ASSESSABLE INCOME (W less Y) **V** Loss

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"/>	A2	<input type="text"/>
Interest expenses overseas	B1	<input type="text"/>	B2	<input type="text"/>
Capital works expenditure	D1	<input type="text"/>	D2	<input type="text"/>
Decline in value of depreciating assets	E1	<input type="text"/>	E2	<input type="text"/>
Insurance premiums – members	F1	<input type="text"/>	F2	<input type="text"/>
SMSF auditor fee	H1	<input type="text" value="556"/>	H2	<input type="text" value="434"/>
Investment expenses	I1	<input type="text" value="20"/>	I2	<input type="text" value="16"/>
Management and administration expenses	J1	<input type="text" value="2,468"/>	J2	<input type="text" value="1,928"/>
Forestry managed investment scheme expense	U1	<input type="text"/>	U2	<input type="text"/>
Other amounts	L1	<input type="text"/> <small>Code</small> <input type="text"/>	L2	<input type="text"/> <small>Code</small> <input type="text"/>
Tax losses deducted	M1	<input type="text"/>		
		TOTAL DEDUCTIONS	TOTAL NON-DEDUCTIBLE EXPENSES	
	N	<input type="text" value="3,044"/> <small>(Total A1 to M1)</small>	Y	<input type="text" value="2,378"/> <small>(Total A2 to L2)</small>
		#TAXABLE INCOME OR LOSS	TOTAL SMSF EXPENSES	
	O	<input type="text" value="74,468"/> <small>Loss</small> <input type="text"/>	Z	<input type="text" value="5,422"/> <small>(N plus Y)</small>
		(TOTAL ASSESSABLE INCOME less TOTAL DEDUCTIONS)		

#This is a mandatory label.

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="74,468"/> <small>(an amount must be included even if it is zero)</small>
#Tax on taxable income	T1	<input type="text" value="11,170.20"/> <small>(an amount must be included even if it is zero)</small>
#Tax on no-TFN-quoted contributions	J	<input type="text" value="0.00"/> <small>(an amount must be included even if it is zero)</small>
Gross tax	B	<input type="text" value="11,170.20"/> <small>(T1 plus J)</small>

Foreign income tax offset C1 <input type="text"/>	Non-refundable non-carry forward tax offsets C <input type="text" value="0.00"/> (C1 plus C2)
Rebates and tax offsets C2 <input type="text"/>	

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

Early stage venture capital limited partnership tax offset D1 <input type="text"/> Early stage venture capital limited partnership tax offset carried forward from previous year D2 <input type="text"/> Early stage investor tax offset D3 <input type="text"/> Early stage investor tax offset carried forward from previous year D4 <input type="text"/>	Non-refundable carry forward tax offsets D <input type="text" value="0.00"/> (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"/>	Refundable tax offsets E <input type="text" value="0.00"/> (E1 plus E2 plus E3 plus E4)
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"/>	

#TAX PAYABLE T5
 (T3 less E - cannot be less than zero)

Section 102AAM interest charge
G

Credit for interest on early payments – amount of interest

H1

Credit for tax withheld – foreign resident withholding (excluding capital gains)

H2

Credit for tax withheld – where ABN or TFN not quoted (non-individual)

H3

Credit for TFN amounts withheld from payments from closely held trusts

H5

Credit for interest on no-TFN tax offset

H6

Credit for foreign resident capital gains withholding amounts

H8

Eligible credits

H

(H1 plus H2 plus H3 plus H5 plus H6 plus H8)

#Tax offset refunds

(Remainder of refundable tax offsets)

I

(unused amount from label E- an amount must be included even if it is zero)

PAYG instalments raised

K

Supervisory levy

L

Supervisory levy adjustment for wound up funds

M

Supervisory levy adjustment for new funds

N

Total amount of tax payable

S

(T5 plus G less H less I less K plus L less M plus N)

#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

Net capital losses carried forward to later income years

V

Net capital losses brought forward from prior years

Net capital losses carried forward to later income years

Non-Collectables
Collectables

Section F / Section G: Member Information

In Section F / G report all current members in the fund at 30 June.
Use Section F / G to report any former members or deceased members who held an interest in the fund at any time during the income year.

Title	Mrs	See the Privacy note in the Declaration.	Member Number	1
Family name	Mort	Member's TFN	476 518 236	
First given name	Beverley			Account status
Other given names	Joan			<input type="radio"/> Code
Date of birth	26/02/1934	If deceased, date of death		

Contributions

OPENING ACCOUNT BALANCE

Refer to instructions for completing these labels	Proceeds from primary residence disposal
Employer contributions	<input type="text" value="H"/>
<input type="text" value="A"/>	Receipt date
ABN of principal employer	<input type="text" value="H1"/>
<input type="text" value="A1"/>	Assessable foreign superannuation fund amount
Personal contributions	<input type="text" value="I"/>
<input type="text" value="B"/>	Non-assessable foreign superannuation fund amount
CGT small business retirement exemption	<input type="text" value="J"/>
<input type="text" value="C"/>	Transfer from reserve: assessable amount
CGT small business 15-year exemption amount	<input type="text" value="K"/>
<input type="text" value="D"/>	Transfer from reserve: non-assessable amount
Personal injury election	<input type="text" value="L"/>
<input type="text" value="E"/>	Contributions from non-complying funds and previously non-complying funds
Spouse and child contributions	<input type="text" value="T"/>
<input type="text" value="F"/>	Any other contributions (including Super Co-contributions and low Income Super Contributions)
Other third party contributions	<input type="text" value="M"/>
<input type="text" value="G"/>	
TOTAL CONTRIBUTIONS <input type="text" value="N"/>	<input type="text" value="0.00"/>
	(Sum of labels A to M)

Other transactions

Accumulation phase account balance	Allocated earnings or losses	<input type="text" value="O"/>	33,683.08	Loss
<input type="text" value="S1"/>				L
Retirement phase account balance - Non CDBIS	Inward rollovers and transfers	<input type="text" value="P"/>		
<input type="text" value="S2"/>	Outward rollovers and transfers	<input type="text" value="Q"/>		Code
Retirement phase account balance - CDBIS	Lump Sum payment	<input type="text" value="R1"/>		<input type="text"/>
<input type="text" value="S3"/>	Income stream payment	<input type="text" value="R2"/>	73,075.70	Code
<input type="text" value="0"/> TRIS Count				M
	CLOSING ACCOUNT BALANCE <input type="text" value="S"/>	<input type="text" value="S"/>	876,979.61	
			S1 plus S2 plus S3	
	Accumulation phase value	<input type="text" value="X1"/>	879,979.61	
	Retirement phase value	<input type="text" value="X2"/>		
	Outstanding limited recourse borrowing arrangement amount	<input type="text" value="Y"/>		

See the Privacy note in the Declaration.

Title	Mr	Member'sTFN	169 160 107	Member Number	2
Family name	Mort			Account status	<input type="radio"/> Code
First given name	Robert				
Other given names	Cameron				
Date of birth	26/01/1968	If deceased, date of death			

Contributions

OPENING ACCOUNT BALANCE

<p>Refer to instructions for completing these labels</p> <p>Employer contributions A <input style="width: 150px;" type="text"/></p> <p>ABN of principal employer A1 <input style="width: 150px;" type="text"/></p> <p>Personal contributions B <input style="width: 150px;" type="text" value="1,433.10"/></p> <p>CGT small business retirement exemption C <input style="width: 150px;" type="text"/></p> <p>CGT small business 15-year exemption amount D <input style="width: 150px;" type="text"/></p> <p>Personal injury election E <input style="width: 150px;" type="text"/></p> <p>Spouse and child contributions F <input style="width: 150px;" type="text"/></p> <p>Other third party contributions G <input style="width: 150px;" type="text"/></p> <p style="text-align: right;">TOTAL CONTRIBUTIONS N <input style="width: 150px;" type="text" value="1,433.10"/> (Sum of labels A to M)</p>	<p>Proceeds from primary residence disposal H <input style="width: 150px;" type="text"/></p> <p>Receipt date H1 <input style="width: 150px;" type="text"/></p> <p>Assessable foreign superannuation fund amount I <input style="width: 150px;" type="text"/></p> <p>Non-assessable foreign superannuation fund amount J <input style="width: 150px;" type="text"/></p> <p>Transfer from reserve: assessable amount K <input style="width: 150px;" type="text"/></p> <p>Transfer from reserve: non-assessable amount L <input style="width: 150px;" type="text"/></p> <p>Contributions from non-complying funds and previously non-complying funds T <input style="width: 150px;" type="text"/></p> <p>Any other contributions (including Super Co-contributions and low Income Super Contributions) M <input style="width: 150px;" type="text"/></p>
---	--

Other transactions

<p>Accumulation phase account balance S1 <input style="width: 150px;" type="text" value="1,158,195.30"/></p> <p>Retirement phase account balance - Non CDBIS S2 <input style="width: 150px;" type="text" value="0.00"/></p> <p>Retirement phase account balance - CDBIS S3 <input style="width: 150px;" type="text" value="0.00"/></p> <p><input style="width: 50px;" type="text" value="0"/> TRIS Count</p>	<p>Allocated earnings or losses O <input style="width: 150px;" type="text" value="54,296.18"/> Loss L</p> <p>Inward rollovers and transfers P <input style="width: 150px;" type="text"/></p> <p>Outward rollovers and transfers Q <input style="width: 150px;" type="text"/></p> <p>Lump Sum payment R1 <input style="width: 150px;" type="text"/> Code</p> <p>Income stream payment R2 <input style="width: 150px;" type="text"/> Code</p>	
CLOSING ACCOUNT BALANCE S <input style="width: 150px;" type="text" value="1,158,195.30"/>		
S1 plus S2 plus S3		
Accumulation phase value X1 <input style="width: 150px;" type="text" value="1,158,195.30"/>		
Retirement phase value X2 <input style="width: 150px;" type="text"/>		
Outstanding limited recourse borrowing arrangement amount Y <input style="width: 150px;" type="text"/>		

Section H: Assets and liabilities

15 ASSETS

15a Australian managed investments

Listed trusts **A**

Unlisted trusts **B**

Insurance policy **C**

Other managed investments **D**

15b Australian direct investments

Cash and term deposits **E**

Debt securities **F**

Loans **G**

Listed shares **H**

Unlisted shares **I**

Limited recourse borrowing arrangements	
Australian residential real property	J1 <input type="text"/>
Australian non-residential real property	J2 <input type="text"/>
Overseas real property	J3 <input type="text"/>
Australian shares	J4 <input type="text"/>
Overseas shares	J5 <input type="text"/>
Other	J6 <input type="text"/>
Property count	J7 <input type="text"/>

Limited recourse borrowing arrangements **J**

Non-residential real property **K**

Residential real property **L**

Collectables and personal use assets **M**

Other assets **O**

15c Other investments

Crypto-Currency **N**

15d Overseas direct investments

Overseas shares **P**

Overseas non-residential real property **Q**

Overseas residential real property **R**

Overseas managed investments **S**

Other overseas assets **T**

TOTAL AUSTRALIAN AND OVERSEAS ASSETS **U**
(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** Print Y for yes or N for no.

15f Limited recourse borrowing arrangements

If the fund had an LRBA were the LRBA borrowings from a licensed financial institution? **A** Print Y for yes or N for no.

Did the members or related parties of the fund use personal guarantees or other security for the LRBA? **B** Print Y for yes or N for no.

16 LIABILITIES

Borrowings for limited recourse borrowing arrangements	V1	<input type="text"/>	
Permissible temporary borrowings	V2	<input type="text"/>	
Other borrowings	V3	<input type="text"/>	
			Borrowings V <input type="text" value="0"/>
Total member closing account balances (total of all CLOSING ACCOUNT BALANCES from Sections F and G)		W	<input type="text" value="2,035,174"/>
		Reserve accounts	X <input type="text"/>
		Other liabilities	Y <input type="text" value="8,201"/>
TOTAL LIABILITIES		Z	<input type="text" value="2,043,375"/>

Section I: Taxation of financial arrangements

17 Taxation of financial arrangements (TOFA)

Total TOFA gains	H	<input type="text"/>
Total TOFA losses	I	<input type="text"/>

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 (if required) 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

Day Month Year

Date

Preferred trustee or director contact details:

Title

Ms

Family name

Mort

First given name

Beverley

Other given names

Joan

Phone number

Area code

07

Number

32560058

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, **LORLENE MATA MENDOZA**

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

Mr

Family name

Simmons

First given name

Barry

Other given names

Tax agent's practice

LORLENE MATA MENDOZA

Tax agent's phone number

Area code

07

Number

32560058

Tax agent number

26033350

Reference number

MORT9010

Sensitive (when completed)

Capital gains tax (CGT) schedule

2021

Use in conjunction with company, trust, fund or self-managed superannuation fund annual return.
For instructions on how to complete this schedule refer to the publication Guide to capital gains tax.

Tax file number (TFN) **841 499 949**

Taxpayer's name **Beverley Mort Private Pension Fund**

Australian Business Number (ABN) **29 001 835 631**

1 Current year capital gains and capital losses

	Capital gain	Capital loss
Shares in companies listed on an Australian securities exchange	A \$ <input style="width: 150px;" type="text"/>	K \$ <input style="width: 150px;" type="text"/>
Other shares	B \$ <input style="width: 150px;" type="text"/>	L \$ <input style="width: 150px;" type="text"/>
Units in unit trusts listed on an Australian securities exchange	C \$ <input style="width: 150px;" type="text"/>	M \$ <input style="width: 150px;" type="text"/>
Other units	D \$ <input style="width: 150px;" type="text"/>	N \$ <input style="width: 150px;" type="text"/>
Real estate situated in Australia	E \$ <input style="width: 150px; text-align: right; value: 192,021;" type="text"/>	O \$ <input style="width: 150px;" type="text"/>
Other real estate	F \$ <input style="width: 150px;" type="text"/>	P \$ <input style="width: 150px;" type="text"/>
Amount of capital gains from a trust (including a managed fund)	G \$ <input style="width: 150px;" type="text"/>	
Collectables	H \$ <input style="width: 150px;" type="text"/>	Q \$ <input style="width: 150px;" type="text"/>
Other CGT assets and any other CGT events	I \$ <input style="width: 150px;" type="text"/>	R \$ <input style="width: 150px;" type="text"/>
Amount of capital gain previously deferred under transitional CGT relief for superannuation funds	S \$ <input style="width: 150px;" type="text"/>	
Total current year capital gains	J \$ <input style="width: 150px; text-align: right; value: 192,021;" type="text"/>	

Add the amounts at labels K to R and write the total in item 2 label A - Total current year capital losses.

2 Capital losses

Total current year capital losses	A \$ <input style="width: 150px;" type="text"/>
Total current year net capital losses applied	B \$ <input style="width: 150px;" type="text"/>
Total prior year net capital losses applied	C \$ <input style="width: 150px;" type="text"/>
Total capital losses transferred in applied (only for transfers involving a foreign bank branch or permanent establishment of a foreign financial entity)	D \$ <input style="width: 150px;" type="text"/>
Total capital losses applied	E \$ <input style="width: 150px;" type="text"/>

Add amounts at B, C and D.

3 Unapplied net capital losses carried forward

Net capital losses from collectables carried forward to later income years	A \$ <input style="width: 150px;" type="text"/>
Other net capital losses carried forward to later income years	B \$ <input style="width: 150px;" type="text"/>

Add amounts at A and B and transfer the total to label V - Net capital losses carried forward to later income years on your tax return.

4 CGT discount

Total CGT discount applied	A \$ <input style="width: 150px; text-align: right; value: 64,007;" type="text"/>
----------------------------	---

6 Net capital gain

Net capital gain

A \$

1J less 2E less 4A less 5D (cannot be less than zero). Transfer the amount at A to label A - Net capital gain on your tax return.

Taxpayer's declaration

If the schedule is not lodged with the income tax return you are required to sign and date the schedule.

Important

Before making this declaration check to ensure that all the information required has been provided on this form and any attachments to this form, and that the information provided is true and correct in every detail. If you are in doubt about any aspect of the tax return, place all the facts before the ATO. The income tax law imposes heavy penalties for false or misleading statements.

Privacy

Taxation law authorises the ATO to collect information and disclose it to other government agencies. This includes personal information of the person authorised to sign the declaration. For information about your privacy go to ato.gov.au/privacy

I declare that the information on this form is true and correct.

Signature

Date

Contact person

Daytime contact number (include area code)

<input type="text"/>	<input type="text"/>
----------------------	----------------------

2 September 2021**Reference number: 123390213**

The Trustees
The Trustees for the Beverly Mort Private Pension Fund
c/o Pearson Group Nominees
38 RADLEY ST
VIRGINIA QLD 4014

Dear Trustees,

SECTION 295.390 ACTUARY'S CERTIFICATE OF EXEMPT INCOME

This certificate has been prepared for the Trustees of The Trustees for the Beverly Mort Private Pension Fund to certify the exempt income proportion in accordance with section 295.390 of the Income Tax Assessment Act ("ITAA") 1997 for the 2020/21 income year.

I hereby certify that the proportion of the applicable income of The Trustees for the Beverly Mort Private Pension Fund ("the Fund") for the year ending 30 June 2021 that should be exempt from income tax is: **43.853%**

This exempt income proportion does not apply to income earned on segregated current pension assets and segregated non-current assets.

Further details of my calculation and the information on which it is based are contained in the appendices and covering email. These form part of my report and should be read in their entirety.

- Appendix A: Information used to calculate the exempt income proportion
- Appendix B: Fund liabilities
- Appendix C: Exempt current pension income result and adequacy opinion
- Appendix D: Apportioning expenses

I confirm that this actuarial certificate has been prepared in accordance with Professional Standard 406 issued by the Institute of Actuaries of Australia and other relevant professional standards and guidance notes.

Yours sincerely,

**Doug McBirnie**, B.Sc. (Hons), FIAA

Appendix A – Information used to calculate the exempt income proportion

Fund data and financials

This certificate has been prepared at the request of, and based on data supplied by, Pearson Group Nominees on behalf of the Trustees for the 2020/21 income year. A summary of the data supplied to us for the purpose of calculating the exempt income proportion is provided below:

Name of fund: The Trustees for the Beverly Mort Private Pension Fund
Fund ABN: 29001835631
Trustees: Beverly Mort
Robert Mort

Member name	Beverly Mort	Robert Mort
Date of birth	26 Feb 1934	26 Jan 1968
Value of retirement phase income streams as at 1 Jul 2020	\$983,738	\$0
Value of retirement phase income streams at 1 Jul 2020 excluding liabilities in respect to segregated current pension assets.	\$983,738	\$0

The aggregate operating statement information is:

Assets available at 1 July 2020	\$2,194,797
Plus	
Non-concessional contributions	\$1,433
Less	
Pension payments and lump sum withdrawals	\$73,076
Equals	
Balance before income and expenses	\$2,123,154
Preliminary net income	(\$76,809)
Gross assets available at year end (before tax)	\$2,046,345

We understand that the financial information provided to us when applying for this certificate may be unaudited. Should the financial information provided to us change, as a result of audit or otherwise, this may affect the results of our calculations and we recommend you apply for an amended certificate.

In addition to relying on the data provided to us, we have made the following assumption when completing this actuarial certificate:

- The tax exempt percentage calculation was completed based on the data supplied to us, no further assumptions were required.

The information provided to us indicated that this Fund had disregarded small fund assets, as defined in section 295.387 of the ITAA 1997. The Fund therefore had no segregated current pension assets or segregated non-current assets and could not use the segregated method to claim exempt current pension income during the income year.

Minimum pension standards

Based on the information provided, the Fund contains only accumulation and account-based type income stream benefits (commonly referred to as pensions). These include allocated pensions, market linked pensions, and account-based income streams (including transition to retirement pensions). The Fund contains no other types of income stream benefits such as defined benefits in growth or pension phase.

The Superannuation Industry Supervision (SIS) Regulations for account-based income streams include a requirement for a minimum amount to be paid to the member over the year depending on the member's age, opening account balance date of commencement. Where the minimum pension standards are not met the earnings on the assets supporting that income stream may not be eligible for an exemption from income tax, and the exempt income proportion shown in this certificate may not be correct. It was confirmed upon submission of the data for this report that all assets shown as supporting retirement phase superannuation income streams are eligible for an exemption from income tax by virtue of having met the minimum pension standards for the Income year. We have not checked that this is the case and recommend that the Fund's auditor satisfies him or herself that the relevant standards have been met.

Appendix B – Fund liabilities

Segregated current pension assets

Section 295.385 of the ITAA 1997 defines segregated current pension assets as those assets that are set aside to solely support retirement phase income streams. Assessable income (excluding non-arm's length income and assessable contributions) earned on these assets is exempt from income tax.

Guidance from the Australian Tax Office states that where a fund's only superannuation liabilities are in respect of account-based retirement phase income streams at a particular point in time, the fund's assets are deemed to be segregated current pension assets. The eligible income earned during a period where a fund is 100% in retirement phase is therefore exempt from tax under the segregated method.

An exception to the above is where a fund has disregarded small fund assets and is therefore unable to use the segregated method. Disregarded small fund assets are defined under section 295.387 of ITAA 1997 and apply where an SMSF or small-APRA fund have a retirement phase income stream in an income year and at the previous 30 June:

- A member of the fund had a total superannuation balance (including accounts outside that fund) of over \$1.6 million, and
- That member was the recipient of a retirement phase income stream in any fund.

We understand that this Fund did have disregarded small fund assets in the 2021 income year and therefore had no segregated current pension assets

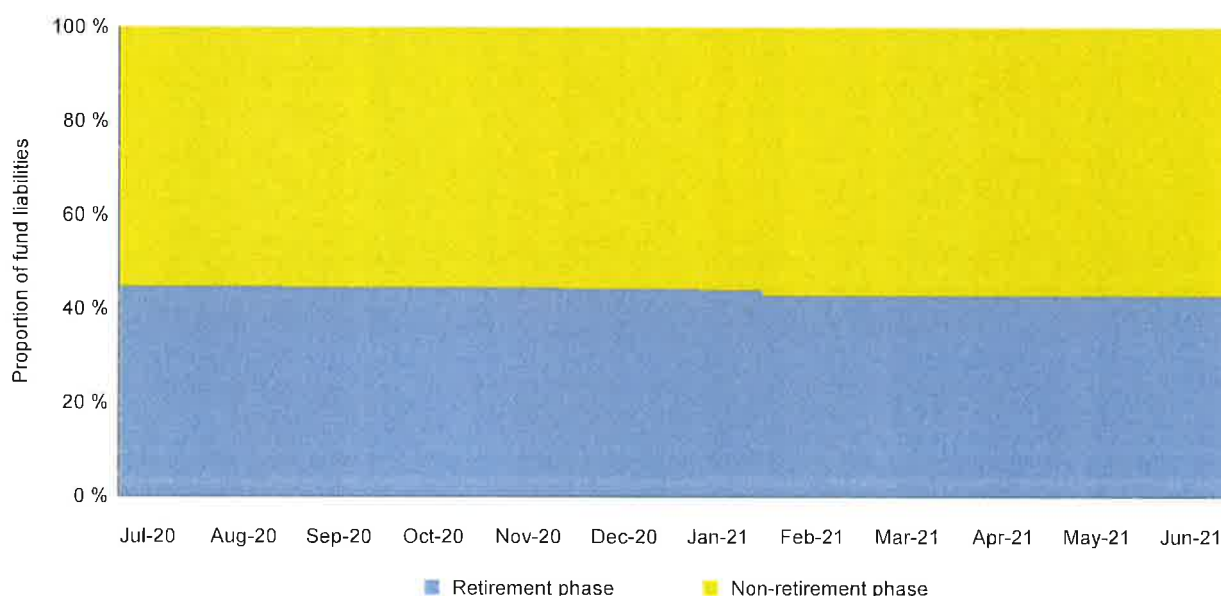
Based on the information provided, our calculations assume that the Fund had no segregated current pension assets.

Segregated non-current assets

Segregated non-current assets as defined in section 295.395 of ITAA 1997 are those assets set aside solely to support non-retirement phase superannuation liabilities such as accumulation interests. A separate actuary's certificate is required in order to segregate such assets. We understand that the Fund had no segregated non-current assets during the income year.

Illustration of liabilities

The following chart illustrates the Fund's liabilities during the income year:



The green non-retirement phase liabilities represent accumulation interests, reserves and non-retirement phase transition to retirement income streams in the Fund over the income year. The grey unsegregated retirement phase liabilities represent retirement phase income streams that were not segregated current pension assets.

The liabilities shown in grey and green are those that are used to calculate the exempt income proportion. These liabilities are known as 'unsegregated' and eligible income earned on assets supporting these liabilities will claim ECPI based on the exempt income proportion in this actuarial certificate.

Appendix C - Exempt income proportion results and adequacy opinion

Exempt income proportion

Superannuation funds claiming exempt current pension income ("ECPI") under section 295.390 of the ITAA 1997, known as the proportionate or unsegregated method, are required to obtain an actuary's certificate prior to lodgement of the fund's income tax return. The proportion of the applicable income, excluding income earned on segregated current pension assets and segregated non-current assets, for the year ending 30 June 2021 that should be exempt from income tax is calculated as follows:

$$\frac{\text{Average value of current pension liabilities}}{\text{Average value of superannuation liabilities}} = \frac{\$946,443}{\$2,158,238} = 43.853\%$$

Within the requirements of legislation and the Fund's Trust Deed and Rules, the Trustees may have discretion about how income and expenses are allocated at the member level. We have not checked the terms of the Fund's Trust Deed and Rules. The daily weighted average calculation of the exempt income proportion provides a fair and reasonable method of apportioning these items between the member accounts at year end for income earned on assets that are not segregated assets and is provided below:

Member Name	Beverly Mort	Robert Mort	Fund
Exempt income proportion	43.853%	0.000%	43.853%
Non-exempt income proportion	0.000%	56.147%	56.147%

The above proportions are unlikely to be appropriate for allocating income earned on segregated assets.

Calculating the fund's exempt current pension income for the purpose of your tax return

The exempt income proportion is applied to net ordinary assessable income including net capital gains, but excluding assessable contributions, non-arm's length income and income including capital gains or losses derived from any segregated assets. The Trustee would calculate ECPI as follows:

Total ECPI = Eligible income * Exempt income proportion + Income on segregated current pension assets

Unutilised capital losses (except capital losses on segregated current pension assets) can be carried forward until they can be offset against assessable capital gains.

Adequacy opinion and methodology

By definition, the liabilities of an account-based member interest or reserve at a particular time, in the absence of any unusual terms or guarantees, are equal to the value of the assets backing it. Therefore no specific assumption has been made (or is needed) regarding rates of return on the Fund's assets; pension increases; or the liability calculation discount rate. As such, I am satisfied that the amount of the assets at the end of the year, if accumulated together with the Fund's future earnings and contributions, will provide the amount required to discharge in full the liabilities as they fall due. No recommendation is needed with regard to future contributions.

The average values used in the exempt income proportion are determined using a daily weighted average calculation which takes into account relevant information such as the opening balances of each member account, any reserves, and the size and timing of any member transactions during the income year. Unless otherwise stated, all member transactions including pension commencements and commutations are assumed to occur immediately at the start of each day. More information on the methodology used can be found at

<https://www.accurium.com.au/-/media/Accurium/Membership/methodology-guide>

Appendix D - Apportioning expenses

Methods for apportioning expenses

A superannuation fund can generally deduct expenses to the extent they were incurred in producing assessable income. Where an expense can be attributed to solely producing assessable income then it can be deducted from assessable income in its entirety. Where it is solely attributable to non-assessable income it is entirely non-deductible. However, expenses that cannot be attributed to solely producing exempt income or solely producing assessable income need to be apportioned to determine how much can be deducted.

A fair and reasonable approach must be used to determine what proportion of such an expense can be deducted. A common industry approach has used the tax exempt proportion provided in the fund's actuarial certificate to determine an appropriate deductibility proportion as follows:

$$\text{Expense deductibility proportion} = 1 - \text{actuarial exempt income proportion}$$

This generally represents the proportion of fund's total income that is assessable during an income year. It is therefore a fair and reasonable approach to apportioning an expense that relates to the whole fund for that income year.

However, superannuation liabilities supported by segregated current pension assets are excluded from the actuarial exempt income proportion calculation. This includes assets which were deemed to be segregated at a particular time due to the fund only having retirement phase superannuation liabilities at that time.

Where a fund does have segregated current pension assets, the approach above is likely to underestimate the extent to which an expense was incurred in producing exempt income, and therefore overstate the amount that can be reasonably deducted.

For those funds wishing to use the actuarial exempt income proportion as the basis for the deductibility of expenses we have determined below a deductibility proportion that takes into account all fund liabilities over the income year. This may be different to (1 – actuarial exempt income proportion) where the fund has segregated current pension assets and may be a fair and reasonable deductible proportion for expenses which must be apportioned and relate to the whole income year.

Expense deductibility proportion

The following deductible proportion has been determined based on all fund liabilities, including any segregated current pension assets identified in Appendix B, using the same methodology as the exempt income proportion described in Appendix C.

Expense deductibility proportion:	56.147%
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This is not intended to be tax advice and you should determine whether this deductible proportion is appropriate for this fund and for each relevant fund expense prior to use.

ABN 29 001 835 631

Ledger Entries Report for the year ending 30 June, 2021

02/09/2021

11:16

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 0002 - *****Suspense*****							
05/05/2021	000000003	J	as per settlement statement		458,071.91		458,071.91
04/06/2021	000000020	R	bs			458,071.91	0.00
Total					458,071.91	458,071.91	
Account number 0601 - Total capital gains							
05/05/2021	000000003	J	legals on sale		448.13		448.13
05/05/2021	000000003	J	Capital gain			181,964.84	(181,516.71)
10/06/2021	000000021	R	bs			11,937.50	(193,454.21)
30/06/2021	000000032	J	1/2 share rates 02/11		309.55		(193,144.66)
30/06/2021	000000032	J	1/2 share rates 06/08		309.55		(192,835.11)
30/06/2021	000000032	J	1/2 share rates 06/05		317.00		(192,518.11)
30/06/2021	000000032	J	1/2 share rates04/02		302.00		(192,216.11)
30/06/2021	000000032	J	1/2 share rates 30/12		99.00		(192,117.11)
30/06/2021	000000032	J	1/2 share rates 23/20		96.00		(192,021.11)
Total					1,881.23	193,902.34	
Account number 0750.01 - Members contributions							
30/06/2021	000000032	J	1/2 share rates 23/20			1,433.10	(1,433.10)
Total						1,433.10	

ABN 29 001 835 631

Ledger Entries Report for the year ending 30 June, 2021

02/09/2021

11:16

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 0800 - Interest							
30/09/2020	000000005	R	bs			1.45	(1.45)
23/11/2020	000000029	J	as per Suncorp TD notice			14,676.16	(14,677.61)
23/11/2020	000000029	J	as per Suncorp TD notice		5,870.46		(8,807.15)
31/12/2020	000000007	R	bs			17.95	(8,825.10)
31/03/2021	000000013	R	bs			39.54	(8,864.64)
25/06/2021	000000030	J	as per suncorp			0.15	(8,864.79)
30/06/2021	000000028	R	bs			8.89	(8,873.68)
30/06/2021	000000033	J	as per Heritage Term Statement			499.73	(9,373.41)
30/06/2021	000000033	J	as per Heritage Term Statement			649.94	(10,023.35)
30/06/2021	000000033	J	as per Heritage Term Statement			14.22	(10,037.57)
Total					5,870.46	15,908.03	
Account number 0880 - Change in NMV real estate							
01/07/2020	000000002	J	Reversal CNMV		273,444.80		273,444.80
Total					273,444.80		
Account number 1500 - Actuarial fees							
02/02/2021	000000010	P	bs		319.44		319.44
Total					319.44		
Account number 1510 - Accountancy							
02/02/2021	000000011	P	bs		4,290.00		4,290.00
Total					4,290.00		
Account number 1545 - Bank Fees And Charges							
23/11/2020	000000029	J	as per Suncorp TD notice		30.00		30.00
28/05/2021	000000018	P	bs		4.00		34.00
16/06/2021	000000025	P	bs		2.50		36.50
Total					36.50		
Account number 1685 - Filing Fees							
30/06/2021	000000031	J	Filing Fees 2020		777.00		777.00
Total					777.00		

ABN 29 001 835 631

Ledger Entries Report for the year ending 30 June, 2021

02/09/2021

11:16

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 1998.02 - Income tax expense - earnings							
30/06/2021	000000034	J	ITE 2021		11,170.20		11,170.20
Total					11,170.20		
Account number 2001 - Suncorp							
28/05/2021	000000017	P	bs		1,000.00		1,000.00
16/06/2021	000000023	P	bs		50,000.00		51,000.00
25/06/2021	000000030	J	as per suncorp		0.15		51,000.15
Total					51,000.15		
Account number 2005 - CBA Term							
01/07/2020	000000001	J	Opening balance		1,600,000.00		1,600,000.00
23/11/2020	000000006	R	bs			1,600,000.00	0.00
Total					1,600,000.00	1,600,000.00	
Account number 2008 - Cash at bank - Heritage S13							
01/07/2020	000000001	J	Opening balance		61,446.33		61,446.33
24/08/2020	000000004	P	bs			10,000.00	51,446.33
30/09/2020	000000005	R	bs		1.45		51,447.78
23/11/2020	000000006	R	bs		1,600,000.00		1,651,447.78
31/12/2020	000000007	R	bs		17.95		1,651,465.73
07/01/2021	000000008	P	bs			10,000.00	1,641,465.73
28/01/2021	000000009	P	bs			44,300.00	1,597,165.73
02/02/2021	000000010	P	bs			319.44	1,596,846.29
02/02/2021	000000011	P	bs			4,290.00	1,592,556.29
05/02/2021	000000012	P	bs			8,814.35	1,583,741.94
31/03/2021	000000013	R	bs		39.54		1,583,781.48
31/03/2021	000000014	P	bs			8,612.45	1,575,169.03
14/04/2021	000000015	P	bs			1,500,000.00	75,169.03
01/05/2021	000000016	P	bs			1.00	75,168.03
28/05/2021	000000017	P	bs			1,000.00	74,168.03
28/05/2021	000000018	P	bs			4.00	74,164.03
01/06/2021	000000019	P	bs			1.00	74,163.03
04/06/2021	000000020	R	bs		458,071.91		532,234.94
10/06/2021	000000021	R	bs		11,937.50		544,172.44
16/06/2021	000000022	P	bs			498,849.33	45,323.11
16/06/2021	000000023	P	bs			50,000.00	(4,676.89)
16/06/2021	000000024	R	bs		4,681.00		4.11
16/06/2021	000000025	P	bs			2.50	1.61
21/06/2021	000000026	R	bs		5,000.00		5,001.61
28/06/2021	000000027	P	bs PAYGI			2,969.00	2,032.61

ABN 29 001 835 631

Ledger Entries Report for the year ending 30 June, 2021

02/09/2021

11:16

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
30/06/2021	000000028	R	bs		8.89		2,041.50
Total					2,141,204.57	2,139,163.07	
Account number 2010 - Heritage Term							
14/04/2021	000000015	P	bs		1,500,000.00		1,500,000.00
01/05/2021	000000016	P	bs		1.00		1,500,001.00
01/06/2021	000000019	P	bs		1.00		1,500,002.00
16/06/2021	000000022	P	bs (from S13 to S12)		498,849.33		1,998,851.33
16/06/2021	000000024	R	bs			4,681.00	1,994,170.33
21/06/2021	000000026	R	bs			5,000.00	1,989,170.33
30/06/2021	000000033	J	as per Heritage Term Statement		1,163.89		1,990,334.22
Total					2,000,015.22	9,681.00	
Account number 2800 - Land - 58 Menzies St Petrie Terrace							
01/07/2020	000000001	J	Opening balance		550,000.00		550,000.00
01/07/2020	000000002	J	Reversal CNMV			273,444.80	276,555.20
05/05/2021	000000003	J	Cost base			276,555.20	0.00
Total					550,000.00	550,000.00	
Account number 3325 - Taxation							
01/07/2020	000000001	J	Opening balance			16,649.79	(16,649.79)
05/02/2021	000000012	P	bs		8,814.35		(7,835.44)
31/03/2021	000000014	P	bs		8,612.45		777.01
28/06/2021	000000027	P	bs PAYGI		2,969.00		3,746.01
30/06/2021	000000031	J	Filing Fees 2018			259.00	3,487.01
30/06/2021	000000031	J	Filing Fees 2019			259.00	3,228.01
30/06/2021	000000031	J	Filing Fees 2020			259.00	2,969.01
30/06/2021	000000034	J	ITE 2021			11,170.20	(8,201.19)
Total					20,395.80	28,596.99	
Account number 4000.02 - Opening balance - Members fund							
01/07/2020	000000001	J	Opening balance			1,211,058.14	(1,211,058.14)
Total						1,211,058.14	
Account number 4000.03 - Opening balance - Members fund							
01/07/2020	000000001	J	Opening balance			983,738.40	(983,738.40)
Total						983,738.40	

ABN 29 001 835 631

Ledger Entries Report for the year ending 30 June, 2021

02/09/2021

11:16

Date	Trans No	Chq/Rec	Description	Code	Debit	Credit	Total
Account number 4080.01 - Benefits paid							
24/08/2020	000000004	P	bs		10,000.00		10,000.00
23/11/2020	000000029	J	as per Suncorp TD notice		8,775.70		18,775.70
07/01/2021	000000008	P	bs		10,000.00		28,775.70
28/01/2021	000000009	P	bs		44,300.00		73,075.70
Total					<u>73,075.70</u>		

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BUSINESS CHEQUE STATEMENT

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000823 000



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 513
Statement Date	24 Aug 2020
Statement Number	19

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 61446.33 CR	\$ 0.00	\$ 0.00	\$ 10000.00	\$ 51446.33 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
01 Jul 2020	Opening Balance			61446.33
24 Aug 2020	Debit tfr at Mermaid Waters Branch to 13941992565	10000.00		51446.33
24 Aug 2020	CLOSING BALANCE			51446.33

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BUSINESS CHEQUE STATEMENT

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003100 041



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 513
Statement Date	30 Sep 2020
Statement Number	20

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 51446.33 CR	\$ 0.00	\$ 1.45	\$ 0.00	\$ 51447.78 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
25 Aug 2020	Opening Balance			51446.33
30 Sep 2020	Interest credit		1.45	51447.78
30 Sep 2020	CLOSING BALANCE			51447.78

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BUSINESS CHEQUE STATEMENT

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001084 000



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 S13
Statement Date	23 Nov 2020
Statement Number	21

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 51447.78 CR	\$ 0.00	\$ 1600000.00	\$ 0.00	\$ 1651447.78 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
01 Oct 2020	Opening Balance			51447.78
23 Nov 2020	Chq dep at Mermaid Waters Branch (1 chq)		1600000.00	1651447.78
23 Nov 2020	CLOSING BALANCE			1651447.78

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BUSINESS CHEQUE STATEMENT

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001469 000



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number 638-060

Account Number 14098857 S13

Statement Date 01 Jan 2021

Statement Number 22

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1651447.78 CR	\$ 0.00	\$ 17.95	\$ 0.00	\$ 1651465.73 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
24 Nov 2020	Opening Balance			1651447.78
31 Dec 2020	Interest credit		17.95	1651465.73
01 Jan 2021	CLOSING BALANCE			1651465.73



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BUSINESS CHEQUE STATEMENT

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002197 041



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
 BK & RCC MORT ATF
 40 GRETTEL DRIVE
 MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
 Fund ABN 29 001 835 631 Bk
 & Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 S13
Statement Date	01 Feb 2021
Statement Number	23

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1651465.73 CR	\$ 0.00	\$ 0.00	\$ 54300.00	\$ 1597165.73 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
02 Jan 2021	Opening Balance			1651465.73
07 Jan 2021	Debit tfr at Mermaid Waters Branch to 13941992S65	10000.00		1641465.73
22 Jan 2021	Free cheque book ordered			1641465.73
28 Jan 2021	Debit tfr at Mermaid Waters Branch to 13941992S65	44300.00		1597165.73
01 Feb 2021	CLOSING BALANCE			1597165.73

*ANNUAL DRAW
 TO R. MORT*



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BUSINESS CHEQUE STATEMENT

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002020 041



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
 BK & RCC MORT ATF
 40 GRETEL DRIVE
 MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
 Fund ABN 29 001 835 631 Bk
 & Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 513
Statement Date	01 Mar 2021
Statement Number	24

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1597165.73 CR	\$ 0.00	\$ 0.00	\$ 13423.79	\$ 1583741.94 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
02 Feb 2021	Opening Balance			1597165.73
02 Feb 2021	HOL transfer to 084-255 490803024 #0240422222 the	319.44		1596846.29
02 Feb 2021	HOL transfer to 084-255 490803024 #0240422992 the	4290.00		1592556.29
05 Feb 2021	Bpay 0507470650_75556 to TAX OFFICE PAYMENT	8814.35		1583741.94
01 Mar 2021	CLOSING BALANCE			1583741.94



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BUSINESS CHEQUE STATEMENT

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BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
 BK & RCC MORT ATF
 40 GRETEL DRIVE
 MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
 Fund ABN 29 001 835 631 Bk
 & Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 513
Statement Date	02 Apr 2021
Statement Number	25

ACCOUNT SUMMARY				
Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1583741.94 CR	\$ 0.00	\$ 39.54	\$ 0.00	\$ 1583781.48 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
02 Mar 2021	Opening Balance			1583741.94
31 Mar 2021	Interest credit		39.54	1583781.48
02 Apr 2021	CLOSING BALANCE			1583781.48



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BUSINESS CHEQUE STATEMENT

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BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 S13
Statement Date	02 May 2021
Statement Number	26

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1583781.48 CR	\$ 0.00	\$ 0.00	\$ 1508613.45	\$ 75168.03 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
03 Apr 2021	Opening Balance			1583781.48
08 Apr 2021	Bpay 0803374562_75556 to TAX OFFICE PAYMENT	8612.45		1575169.03
14 Apr 2021	Debit tfr at Mermaid Waters Branch to S12	1500000.00		75169.03
01 May 2021	To Savings S12	1.00		75168.03
02 May 2021	CLOSING BALANCE			75168.03



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BUSINESS CHEQUE STATEMENT

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002466 041



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 BK
& Rcc Mort Atf

BSB Number	638-060
Account Number	14098857 513
Statement Date	01 Jun 2021
Statement Number	27

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 75168.03 CR	\$ 4.00	\$ 0.00	\$ 1005.00	\$ 74163.03 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
03 May 2021	Opening Balance			75168.03
24 May 2021	Transfer from S26			75168.03
28 May 2021	Transfer to MET - 351814940	1000.00		74168.03
28 May 2021	Transfer fee	4.00		74164.03
01 Jun 2021	To Savings S12	1.00		74163.03
01 Jun 2021	CLOSING BALANCE			74163.03

**Special
clearance
of cheques
no longer
available**

Heritage no longer offers the service that previously allowed us to provide special clearance of cheques in order to make funds available sooner. All fees associated with the Cheque Special Clearance process will no longer be charged and have been removed from the Fees and Limits Guide (available at heritage.com.au, call 13 14 22 or see us in branch).

If you need more information, we're here to help. Call our Queensland-based Contact Centre on 13 14 22 (24 hours, 7 days), email info@heritage.com.au or visit your nearest branch.

HER01_4_4342_12/002466002821/1

200BH



General Enquiries 13 14 22



www.heritage.com.au



PO Box 190 Toowoomba QLD 4350

Heritage Bank

Heritage Bank Limited.
 ABN 32 087 652 024 AFSL 240984, Australian Credit Licence 240984

BUSINESS CHEQUE STATEMENT

Page 1 of 1



002409 041



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
 BJ & RCC MORT ATF
 40 GRETEL DRIVE
 MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
 Fund ABN 29 001 835 631 Bj
 & Rcc Mort Atf

BSB Number	638-060
Account Number	14098857513
Statement Date	01 Jul 2021
Statement Number	28

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 74163.03 CR	\$ 2.50	\$ 479699.30	\$ 551821.83	\$ 2040.50 CR

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
02 Jun 2021	Opening Balance			74163.03
04 Jun 2021	Chq dep at Queen Street Branch (1 chq)		458071.91	532234.94
10 Jun 2021	Chq dep at Chermside Branch (1 chq)		11937.50	544172.44
16 Jun 2021	HOL transfer to S12 Deposit from s13 #1640416868	498849.33		45323.11
16 Jun 2021	Your cheque no. 158152	50000.00		-4676.89
16 Jun 2021	Credit transfer 14098857512		4681.00	4.11
16 Jun 2021	Manual Sweep/Transfer fee Sweep fee	2.50		1.61
21 Jun 2021	Credit tfr at Mermaid Waters Branch from S12		5000.00	5001.61
28 Jun 2021	Bpay 2805379980_75556 to TAX OFFICE PAYMENT	2969.00		2032.61
30 Jun 2021	Interest credit		8.89	2041.50
01 Jul 2021	To Savings S12	1.00		2040.50
01 Jul 2021	CLOSING BALANCE			2040.50



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[heritage.com.au/waystobank](https://www.heritage.com.au/waystobank)



SAMSUNG Pay

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HER01_4_A368_12/0024090026686

HB009

Heritage Bank

People first.

BEVERLEY MORT PRIVATE PENSION FUND
ABN 29 001 835 631 BJ & RCC MORT
ATF
40 GRETEL DRIVE
MERMAID WATERS QLD 4218

BSB NUMBER : 638-050
ACCOUNT NUMBER: 14098857
Target Bonus A/C S12
STATEMENT DATE: 17 AUG 2021
STATEMENT NO : SPECIAL REQUEST

Please check this statement and advise immediately of any discrepancies.

DATE	REFERENCE	DEBIT	CREDIT	BALANCE
2021				
14 APR	Credit tfr at Mermaid Waters Branch from S13	1,500,000.00		1,500,000.00
30 APR	Interest credit		499.73	1,500,499.73
01 MAY	From Savings S13		1.00	1,500,500.73
31 MAY	Interest credit		649.94	1,501,150.67
01 JUN	From Savings S13		1.00	1,501,151.67
03 JUN	CLOSING BALANCE AS AT 03 JUN 21			1,501,151.67

COULD YOU GET A CONFIRMATION
OF THE BALANCE AS AT 30 JUNE 2021?

I HAVE A TRANSFER 16/06/2021 OF \$499,949.32
FROM S13 TO S12 WHICH IS NOT
SHOWING ON THIS STATEMENT

BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BJ & RCC MORT ATF
40 GRETEL DRIVE
MERMAID WATERS QLD 4218

INTEREST DETAILS

Printed: 17 AUG 21

Member Number: 14098857

Member Name: BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BJ & RCC MORT ATF

Financial year ended: 30 JUN 21

A/c Type	Interest Credited	Resident With.Tax	NonRes With.Tax	FID (NSW)
S12	1,163.89 ✓	0.00	0.00	0.00
S13	67.83 ✓	0.00	0.00	0.00
S26	0.00	0.00	0.00	0.00
Total	1,231.72	0.00	0.00	0.00

A/c Type	Interest Credited	Resident With.Tax	NonRes With.Tax	FID (NSW)
I3	0.00	0.00	0.00	0.00
I5	0.00	0.00	0.00	0.00
I6	0.00	0.00	0.00	0.00
I10	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00



NEGOTIATED TERM DEPOSIT **Fixed Term Deposit Record**

Term Deposit No.	034448936	Interest Rate % p.a.	1.80	Term Length	012 MONTHS	Amount	\$1,600,000.00	Total Interest for Term*	\$28,800.00
Date of Deposit	21/05/20	Maturity Date	21/05/21	Renew	NO	Re-invest Interest	NO	Interest Payment Frequency	AT MATURITY
Funds Maturing Account	100121842								

* Total Interest is the amount of interest paid for the length of the term. Your interest payments will be all of this amount if paid at maturity or proportionately part thereof if paid at another frequency.

MRS B J MORT
 40 GRETTEL DR
 MERMAID WATERS
 QLD 4218

 Authorised Signing Officer

Date:

MBM 21-5-20

Heritage Bank

CSO

TRANSACTION RECORD

Proceeds of cheques not available until cleared. #5494 MERMAID WATERS

DATE	ACCOUNT NUMBER	DEPOSIT	WITHDRAWAL
14APR21 9:20	14098857 S13 BEV 14098857 S12 BEV	*1500000.00	*1500000.00

C46 11/19

Heritage Bank Limited. ABN 32 087 652 024. AFSL 240984. Australian Credit Licence 240984

Heritage Bank

CSO

TRANSACTION RECORD

Proceeds of cheques not available until cleared. #4484 MERMAID WATERS

DATE	ACCOUNT NUMBER	DEPOSIT	WITHDRAWAL
23NOV20 10:39	14098857 S13 BEV	CQD*1600000.00	

C47 11/19

Heritage Bank Limited. ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984



041
MRS B MORT & MR R MORT T/F
BEVERLEY MORT PRIVATE PENSION FUND
40 GRETEL DR
MERMAID WATERS QLD 4218

Account Summary

Opening Balance	\$0.00
Total Withdrawals	\$0.00 -
Total Deposits	\$0.00+
Closing Balance	\$0.00

BSB Number	484-799
Account Number	120410918
Statement Period	1/12/2020 - 6/03/2021



Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			0.00
6 Mar 2021	BANK ACCOUNT CLOSURE		0.00	0.00
	CLOSING BALANCE			0.00

Information about certain foreign exchange services

From 2 December 2020, our Foreign Cash and Foreign Cheque services will no longer be offered. Updated copies of the Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts and the Product Information Document will be available from this date at www.suncorp.com.au/documents. For further information please contact us on 13 11 55 or visit your nearest store.

066ST1BUSINESSDL0003:PR-66-5921183-

ENQUIRED 18-3-21

Can this a/c be reopened? No

for Show Trading. Cant reactivate

HAVE TO OPEN A NEW a/c



036
MR R C C MORT & MRS B J MORT ATF
BEVERLEY MORT PRIVATE PENSION FUND
57 JUNCTION RD
CLAYFIELD QLD 4011
AUSTRALIA

Account Summary

Opening Balance	\$0.00
Total Withdrawals	\$0.00 -
Total Deposits	\$51,000.15+
Closing Balance	\$51,000.15

BSB Number	484-799
Account Number	351814940
Statement Period	25/05/2021 - 30/06/2021

Account Transactions

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			0.00
28 May 2021	DIRECT CREDIT BEVERLEY MORT PR TRANSFER		1,000.00	1,000.00
15 Jun 2021	BRANCH DEPOSIT Pacific Fair		50,000.00	51,000.00
25 Jun 2021	CREDIT INTEREST		0.15	51,000.15
	CLOSING BALANCE			51,000.15

Summary of Interest, Fees and Charges on this account for period 25 May 2021 - 30 June 2021

	This Period	1 July to date	Government:	This Period	1 July to date
Suncorp:					
Interest Paid	\$0.15	\$0.15	Government Duties/Taxes	\$0.00	
Interest Charged	\$0.00	\$0.00	Withholding Tax	\$0.00	
Bank Fees Charged	\$0.00		Other Financial Institutions:		
			ATM Operator Fee	\$0.00	

Notes: Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55. It is important we hold your most up-to-date personal details, please contact us if these have changed.
Please retain this statement for taxation purposes.

1825T1DL1438*OPR-E640 S1019 I2037-

Fixed Term Deposit Interest Advice



041
MRS B J MORT
40 GRETEL DR
MERMAID WATERS QLD 4218

BSB: 484-799 Account No: 034448936

Statement Period: 22 Nov 2020 - 23 Nov 2020

ACCOUNT INFORMATION:

Interest Earned Year to Date: \$8,805.70

Date	Transaction Details	Withdrawal	Deposit	Balance
	Opening Balance			1,600,000.00
23 Nov 2020	INTEREST		14,676.16	1,614,676.16
23 Nov 2020	BREAKAGE COST	5,870.46		1,608,805.70
23 Nov 2020	EARLY WITHDRAWAL ADMINISTRATION FEE	30.00		1,608,775.70
23 Nov 2020	CLOSING WITHDRAWAL TO INTERNAL A/C	1,608,775.70		0.00
	CLOSING BALANCE			0.00



3295T1DL033713PR-E1673 S3118 16235-

Notes: Please check all entries on your statement and notify Suncorp Bank immediately of any errors or omissions. Should you have a query about your account please call 13 11 55.

Please retain this statement for taxation purposes.

Heritage Bank

Heritage Bank Limited
ABN 32 087 652 024 AFSL 240984, Australian Credit Licence 240984

PENSION PLUS STATEMENT

Page 1 of 1

ACCOUNT NAME Mrs B J Mort

000186 000



MRS B J MORT
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

BSB Number	638-090
Account Number	14854945 S65
Statement Date	06 Nov 2020
Statement Number	4

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 1011.14 CR	\$ 0.00	\$ 1.74	\$ 1012.88	\$ 0.00

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
08 Jun 2020	Opening Balance			1011.14
30 Jun 2020	Interest credit		0.33	1011.47
31 Jul 2020	Interest credit		0.34	1011.81
31 Aug 2020	Interest credit		0.34	1012.15
30 Sep 2020	Interest credit		0.33	1012.48
31 Oct 2020	Interest credit		0.34	1012.82
05 Nov 2020	Interest credit		0.06	1012.88
05 Nov 2020	Closure by debit transfer	1012.88		0.00
06 Nov 2020	CLOSING BALANCE			0.00

Refer a friend for a \$250 REWARD*

Refer a friend to Heritage Bank for a Home Loan or Business Loan and receive a \$250 gift card each, plus the chance to win a bonus \$1,000 gift card each!

heritage.com.au/refer

*Terms and conditions apply. To be eligible, the new customer must supply the membership number of the existing customer who referred them at the time of membership creation or within 28 days of the membership being created. Existing customer membership numbers will not be accepted after 28 days. Membership numbers can be supplied by the new member to Heritage on 13 14 22 or at your nearest Heritage branch. Heritage's Privacy Policy is available at www.heritage.com.au. When an existing customer refers a new customer and that new customer opens a savings, transaction or term deposit account, approved credit card, approved and fully funded home, personal or business loan, both the new customer and the referrer go in the draw to win a \$1,000 gift card each. When an existing customer refers a new customer and that new customer has a Heritage home loan approved and fully funded within 3 months of the membership creation, both the new and existing customer receive a \$250 pre-paid Visa gift card. This promotion is open to residents of Australia, excluding those residing in the ACT. This promotion is authorised under NSW permit number LTPS/19/32892. This promotion is open to all new Heritage members. Full terms and conditions available at heritage.com.au/refer. Heritage Bank Limited ABN 32 087 652 024 AFSL and Australian Credit Licence 240984.

General Enquiries 13 14 22

www.heritage.com.au

PO Box 190 Toowoomba QLD 4350

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20002

Heritage Bank

Heritage Bank Limited.
ABN 32 087 652 024 AFSL 240984, Australian Credit Licence 240984

ONLINE SAVER STATEMENT

Page 1 of 1

000948 000



BEVERLEY MORT PRIVATE PENSION FUND ABN 29 001 835 631
BK & RCC MORT ATF
40 GRETTEL DRIVE
MERMAID WATERS QLD 4218

ACCOUNT NAME Beverley Mort Private Pension
Fund ABN 29 001 835 631 Bk
& Rcc Mort Atf

BSB Number	638-260
Account Number	14098857 526
Statement Date	25 May 2021
Statement Number	5

ACCOUNT SUMMARY

Opening Balance	Fees and Other Charges	Total Credits	Total Debits	Closing Balance
\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Please ensure you thoroughly check all transactions against your records and advise us immediately of any discrepancies.

Date	Transaction Details	Debit	Credit	Balance
15 Jan 2021	Opening Balance			0.00
31 Jan 2021	ACCR INT WAS 0			0.00
28 Feb 2021	ACCR INT WAS 0			0.00
31 Mar 2021	ACCR INT WAS 0			0.00
30 Apr 2021	ACCR INT WAS 0			0.00
24 May 2021	Closure by debit transfer			0.00
25 May 2021	CLOSING BALANCE			0.00



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HER01_4_4335_3/000948/001/677

2008H



Australian Government
Australian Taxation Office

Agent LORLENE MENDOZA
Client BEVERLEY MORT PRIVATE
PENSION FUND
ABN 29 001 835 631
TFN 841 499 949

Activity statement 001

Date generated	13/08/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

4 results found - from **13 August 2019** to **13 August 2021** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Aug 2021	28 Jul 2021	Original Activity Statement for the period ending 30 Jun 21		\$0.00	\$0.00
29 Jun 2021	29 Jun 2021	General interest charge			\$0.00
29 Jun 2021	28 Jun 2021	Payment received		\$2,969.00	\$0.00
6 Jun 2021	28 Apr 2021	Original Activity Statement for the period ending 31 Mar 21 - PAYG Instalments	\$2,969.00		\$2,969.00 DR



Australian Government
Australian Taxation Office

Agent LORLENE MENDOZA
Client BEVERLEY MORT PRIVATE
PENSION FUND
ABN 29 001 835 631
TFN 841 499 949

Income tax 551

Date generated	13/08/2021
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

15 results found - from **01 July 2020** to **30 June 2021** sorted by **processed date** ordered **newest to oldest**

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
9 Apr 2021	9 Apr 2021	General interest charge			\$0.00
9 Apr 2021	8 Apr 2021	Payment received		\$8,612.45	\$0.00
1 Apr 2021	1 Apr 2021	General interest charge			\$8,612.45 DR
18 Mar 2021	16 Apr 2021	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19		\$0.00	\$8,612.45 DR
18 Mar 2021	16 Apr 2021	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20		\$0.00	\$8,612.45 DR
15 Mar 2021	1 Jul 2020	General interest charge			\$8,612.45 DR
12 Mar 2021	1 Dec 2020	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 19 to 30 Jun 20	\$2,367.10		\$8,612.45 DR
12 Mar 2021	2 Dec 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 18 to 30 Jun 19	\$6,245.35		\$6,245.35 DR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
6 Mar 2021	6 Apr 2021	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$0.00	\$0.00
8 Feb 2021	8 Feb 2021	General interest charge			\$0.00
8 Feb 2021	5 Feb 2021	Payment received		\$8,814.35	\$0.00
1 Feb 2021	1 Feb 2021	General interest charge			\$8,814.35 DR
20 Jan 2021	18 Feb 2021	Client initiated amended Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$0.00	\$8,814.35 DR
4 Jan 2021	1 Jul 2019	General interest charge			\$8,814.35 DR
22 Dec 2020	12 Jun 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$8,814.35		\$8,814.35 DR



Australian Government
Australian Taxation Office

PAYG Instalments report 2021

Tax Agent 26033350
Last Updated 07/08/2021

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
841499949	BEVERLEY MORT PRIVATE PENSION FUND	Not Applicable	Not Applicable	2,969.00	0.00	2,969.00

Total No of Clients: 1

PEARSON GROUP

Pearson Group Nominees Pty Ltd

A.B.N. 29 618 069 677

PO Box 101

VIRGINIA QLD 4014

Ph: 07 3865 2990

Email: admin@pearson-group.com.au

Tax Invoice

To: Beverley Mort
Beverley Mort Private Pension Fund
40 Gretel Drive
MERMAID WATERS QLD 4218

Number: 2021-000230
Date: 21 December, 2020
Our Ref: MORT9010

Description	Amount
Audit Fees, Preparation of Tax Return and Financial Statements for year ended 30 June 2018.	1,300.00
Audit Fees, Preparation of Tax Return and Financial Statements for year ended 30 June 2019.	1,300.00
Audit Fees, Preparation of Tax Return and Financial Statements for year ended 30 June 2020.	1,300.00
GST	390.00

*Remaining
chq a/c 1408857513
Paid 2.2.21*

TOTAL GST 10% 390.00

Please note New Bank Account

Account Name : The Pearson Group Unit Trust

BSB : 084255

Account No : 490803024

Terms: 7 Days Seven Days

TOTAL AUD: 4,290.00

pay. PPF

Payment Advice

To: Pearson Group Nominees Pty Ltd
Attention: C John Pearson
PO Box 101
VIRGINIA 4014

Customer ID : MORT9010
Invoice Number 2021-000230
Amount Due: \$ 4,290.00

PEARSON GROUP

Pearson Group Nominees Pty Ltd
A.B.N. 29 618 069 677
PO Box 101
VIRGINIA QLD 4014
Ph: 07 3865 2990
Email: admin@pearson-group.com.au

Tax Invoice

To: Beverley Mort
Beverley Mort Private Pension Fund
40 Gretel Drive
MERMAID WATERS QLD 4218

Number: 2021-000239
Date: 20 January, 2021
Our Ref: MORT9010

Description	Amount
Actuarial certificate cost for the Beverley Mort Private Pension Fund for the 2019 & 2020 Financial Year.	290.40
GST	29.04

*Pension fund
a/c*

*Paid 2-2-21
Heritage of No 1409887 513*

TOTAL GST 10% 29.04

Please note New Bank Account

Account Name : The Pearson Group Unit Trust
BSB : 084255
Account No : 490803024
Terms: 7 Days Seven Days

TOTAL AUD: 319.44

*pay
POF*

Payment Advice

To: Pearson Group Nominees Pty Ltd
Attention: C John Pearson
PO Box 101
VIRGINIA 4014

Customer ID : MORT9010
Invoice Number 2021-000239
Amount Due: \$ 319.44



Rate Account

Property Location 58 MENZIES ST
PETRIE TERRACE
Issue Date 5 Jan 2021

Bill number
5000 1038 6732 116

Bill number including donation
5800 1038 6732 116

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jan 2021 - 31 Mar 2021



P366BCCRA450_A4MA01/E-2712/S-5428/I-10855

MISS BEVERLEY J CAMERON & BEVERLEY MORT
PRIVATE PENSION FUND
40 GRETTEL DR
MERMAID WATERS QLD 4218

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S
CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.

Full payment by the Due Date Includes Discount and/or Rounding (where applicable).

Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$605.05

Due Date

4 Feb 2021

Summary of Charges

Opening Balance	0.31
Brisbane City Council Rates & Charges	577.51
Kingsford Smith Drive Savings Rebate	29.24 CR
State Government Charges	56.50
Gross Amount	605.08
Discount and/or Rounding (where applicable)	0.03 CR
Nett Amount Payable	605.05
Optional Lord Mayor's Charitable Trust donation received by the Due Date	620.05

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation

Pay using your smartphone



Billor Code: 319186
Ref: 5800 0000 2224 002
Amt: \$620.05 by 4 Feb 2021



Billor Code: 78550
Ref: 5000 0000 2224 002
Amt: \$605.05 by 4 Feb 2021



MISS BEVERLEY J CAMERON &
BEVERLEY MORT PRIVATE
PENSION FUND

Due Date

4 Feb 2021

50

Gross Amount

\$605.08

Nett Amount

\$605.05

<0000060505>

<004440>

<500010386732116>

>



cated to a better Brisbane

Rate Account

Property Location 58 MENZIES ST
PETRIE TERRACE
Issue Date 6 Apr 2021

Bill number
5000 1039 2079 664

Bill number including donation
5800 1039 2079 664

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Apr 2021 - 30 Jun 2021



P090BCCRA019_A4MA01/E-2741/S-5487/I-10973
MISS BEVERLEY J CAMERON & BEVERLEY MORT
PRIVATE PENSION FUND
40 GRETTEL DR
MERMAID WATERS QLD 4218

Donate to the Lord Mayor's Charitable Trust to help those in need

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LORD MAYOR'S CHARITABLE TRUST

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Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$634.00

Due Date

6 May 2021

Summary of Charges

Opening Balance
Brisbane City Council Rates & Charges
State Government Charges

0.00
577.51
56.50

Gross Amount

634.01

Discount and/or Rounding (where applicable)

0.01 CR

Nett Amount Payable

634.00

Optional Lord Mayor's Charitable Trust donation received by the Due Date

649.00

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation

Pay using your smartphone



*439 580010392079664



*439 500010392079664



Bill Code: 319186
Ref: 5800 0000 2224 002
Amt: \$649.00 by 6 May 2021



Bill Code: 78550
Ref: 5000 0000 2224 002
Amt: \$634.00 by 6 May 2021



MISS BEVERLEY J CAMERON &
BEVERLEY MORT PRIVATE

Due Date

50

Gross Amount

\$634.01

Nett Amount

\$634.00



Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Property Location 58 MENZIES ST
PETRIE TERRACE
Issue Date 2 Oct 2020

Bill number
5000 1038 1397 069

Bill number including donation
5800 1038 1397 069

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Oct 2020 - 31 Dec 2020



P275BCCRA173_A4MA01/E-2728/S-5460/I-10919

MISS BEVERLEY J CAMERON & BEVERLEY MORT
PRIVATE PENSION FUND
40 GRETTEL DR
MERMAID WATERS QLD 4218

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Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the Collections Act 1966.



LORD MAYOR'S CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date. **Full payment by the Due Date includes Discount and/or Rounding (where applicable).**

Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$619.10

Due Date

2 Nov 2020

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	577.51
Special Covid-19 Rebate	14.88 CR
State Government Charges	56.50
Gross Amount	619.13
Discount and/or Rounding (where applicable)	0.03 CR
Nett Amount Payable	619.10

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation



*439 580010381397069



Bill Code: 319186
Ref: 5800 0000 2224 002
Amt: \$634.10 by 2 Nov 2020



*439 500010381397069



Bill Code: 78550
Ref: 5000 0000 2224 002
Amt: \$619.10 by 2 Nov 2020

Pay using your smartphone



MISS BEVERLEY J CAMERON & BEVERLEY MORT PRIVATE PENSION FUND

Due Date

2 Nov 2020

50

Gross Amount

\$619.13

Nett Amount

\$619.10

<0000061910>

<004440>

<500010381397069>

>



Rate Account

Property Location 58 MENZIES ST
PETRIE TERRACE
Issue Date 7 Jul 2020

Bill number
5000 1037 5964 142

Bill number including donation
5800 1037 5964 142

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jul 2020 - 30 Sep 2020



P186BCCRA580_A4MA01/E-2699/S-5400/I-10799

MISS BEVERLEY J CAMERON & BEVERLEY MORT
PRIVATE PENSION FUND
40 GRETEL DR
MERMAID WATERS QLD 4218

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a \$15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit lmct.org.au

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.



LORD MAYOR'S
CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Compounding interest of 8.53% per annum will accrue daily on any amount owing immediately after this date.

Nett Amount Payable

\$619.10

Due Date

6 Aug 2020

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	577.51
Special Covid-19 Rebate	14.88 CR
State Government Charges	56.50
Gross Amount	619.13
Discount and/or Rounding (where applicable)	0.03 CR
Nett Amount Payable	619.10
Optional Lord Mayor's Charitable Trust donation received by the Due Date	634.10

If mailing your payment please tear off this slip and return with payment. Please do not pin or staple this slip. See reverse for payment methods.

Including Lord Mayor's Charitable Trust \$15 donation

Excluding Lord Mayor's Charitable Trust \$15 donation

Pay using your smartphone



*439 580010375964142



*439 500010375964142



Billor Code: 319186
Ref: 5800 0000 2224 002
Amt: \$634.10 by 6 Aug 2020



Billor Code: 78550
Ref: 5000 0000 2224 002
Amt: \$619.10 by 6 Aug 2020



Snlip



MISS BEVERLEY J CAMERON &
BEVERLEY MORT PRIVATE
PENSION FUND

Due Date

6 Aug 2020

50

Gross Amount

\$619.13

Nett Amount

\$619.10

<0000061910>

<004440>

<500010375964142>

>

Proceeds of cheques not available until cleared.

#6476 MERMAID WATERS

DATE	ACCOUNT NUMBER	DEPOSIT	WITHDRAWAL
11FEB21 10:25	13941992 S65 MOR Biller 112144 Receipt No 1104375336	BPY URBAN UTILITIES CustRN 101011871600008	*****198.09
		ACCOUNT BALANCE	\$56549.78
		AVAILABLE BALANCE	\$56548.78

10 1011 8716 0000 8

1011 8716 93

30/12/2020

\$198.09

12/02/2021

due date

#6 11/19 Heritage Bank Limited. ABN 32 087 652 024. AFSL 240984. Australian Credit Licence 240984

Property Location: 58 MENZIES STREET
 PETRIE TERRACE 4000

Your water usage

Water usage (kL)	0
Days charged	86
<i>Average daily water usage (litres)</i>	
Current period	0
Same period last year	0

Account Summary Period 12/08/2020 - 05/11/2020

Your Last Account

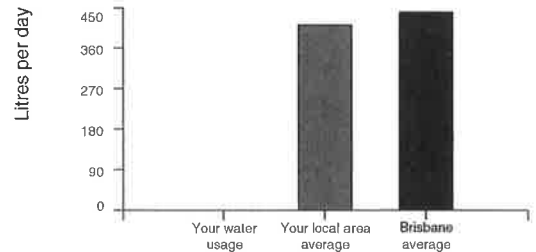
Amount Billed	\$193.08
Amount Paid	\$193.08CR

Your Current Account

Balance	\$0.00
Current Charges	\$198.09

Total Due \$198.09

If full payment is not received by the due date, a compounding interest of 11% per annum will accrue daily on any amount owing.



Did you know it can take up to 13L of water to make a single A4 sheet of paper?*

Reduce paper and water waste and stay on top of your bills by switching to eBilling now.

*Source: Water Footprint Network



SCAN ME

Payment options

- Direct debit**
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit
- Telephone and internet banking – BPAY®**
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518
- Internet**
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card*.

Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

By Mobile - Download the free Sniip® mobile app, create your account and scan the circular QR code over the page to pay. Sniip payments can be used with Visa and MasterCard cards*. Sniip is not available for iPads or tablets.

Amount paid

Date paid

Receipt number

Receipts of cheques not available until cleared.

#9126 MERMAID WATERS

DATE	ACCOUNT NUMBER	DEPOSIT	WITHDRAWAL
AUG20 11:27	13941992 S65 MOR	BPY	*****193.08
	Billers 112144	QLD URBAN UTILITIES.	
	Receipt No 0404412161	Custrn 101011871600008	
		ACCOUNT BALANCE	\$12871.27
		AVAILABLE BALANCE	\$12870.27

Heritage Bank Limited, ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984

10 1011 8716 0000 8

1011 8716 91

23/07/2020

\$193.08

22/08/2020

Property Location: 58 MENZIES STREET
 PETRIE TERRACE 4000

Your water usage

Water usage (kL) 0
 Days charged 91

Average daily water usage (litres)

Current period 0
 Same period last year 0

Account Summary Period 21/02/2020 - 21/05/2020

Your Last Account

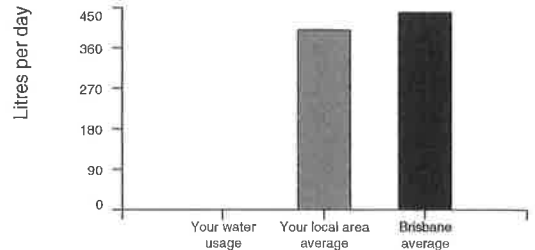
Amount Billed \$193.08
 Amount Paid \$193.08CR

Your Current Account

Balance \$0.00
 Current Charges \$193.08

Total Due \$193.08

If full payment is not received by the due date, a compounding interest of 11% per annum will accrue daily on any amount owing.



We're freezing our water and sewerage prices for six months

See *Pipeline* or visit urbanutilities.com.au/prices for more information.



Direct debit
 To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit



Telephone and internet banking - BPAY®
 Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
 ® Registered to BPAY Pty Ltd ABN 69 079 137 518



Internet
 Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
 Payment by credit card will incur a 0.51% surcharge. We accept Mastercard or Visa credit cards.

Payment options



By phone
 Call 1300 123 141 to pay your account using your MasterCard or Visa card*.



Mail
 Tear off this slip and return with your cheque payment to Urban Utilities PO Box 963, Parramatta, NSW 2124



In person
 Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.



By Mobile - Download the free Snip® mobile app, create your account and scan the circular QR code over the page to pay. Snip payments can be used with Visa and MasterCard cards*. Snip is not available for iPads or tablets.

Amount paid

Date paid

Receipt number

SETTLEMENT STATEMENT

Matter No: 21-13599
Re: Beverley Joan Mort and Robert Cameron Chisholm Mort as trustees under Instrument 715175609 and Beverley Joan Mort Sale to Tompson
Property: 58 Menzies Street, Petrie Terrace, Queensland 4000

Settlement Date: 4 June, 2021
Adjustment Date: 4 June, 2021
Contract Date: 5 May, 2021
Settlement Place: SAI Global, Level 25, 215 Adelaide Street, Brisbane
Settlement Time: 2.00 pm

Contract Price	\$965,000.00
Less Deposit	<u>48,000.00</u>
	\$917,000.00
Plus Rates (for 1/04/2021 to 30/06/2021)	
<u>\$634.00 x 26 days</u>	
91 days	<u>181.14</u>
	\$917,181.14
Less Water Access Charge (\$0.638 per day for 20/05/2021 to 04/06/2021)	<u>\$10.21</u>
	\$917,170.93
Less Sewerage Charge (\$1.534 per day for 20/05/2021 to 04/06/2021)	<u>\$24.54</u>
	\$917,146.39
Less Water & Sewerage Access - 01/04/2021 - 19/05/2021	<u>106.32</u>
	\$917,040.07
BALANCE AT SETTLEMENT	<u>\$917,040.07</u>

CHEQUE DETAILS

1. Merriwill Pty Ltd	<u>\$896.26</u>
2. Beverley Joan Mort	<u>\$458,071.90</u>
3. Beverley Mort Private Pension Fund	<u>\$458,071.91</u>
CHEQUES TOTAL	<u>\$917,040.07</u>

Principal **Jennifer Williamson** LLB/NOTARY PUBLIC
Associate **Jaimee-Lee Holstein** BA/LLB
Conveyancing Clerk **Kathryn Coles** JPQ

276578²⁰



Williamson
& Associates
ABN 38 009 892 040



Our Ref: JLW:LC:21-13599

11 May 2021

Mrs BJ Mort & Mr RCC Mort
C/- 40 Gretel Drive
MERMAID WATERS QLD 4218

Dear Beverley and Robert,

**RE: YOUR SALE TO CATHERINE ELIZABETH ANNE TOMPSON
PROPERTY: 58 MENZIES STREET, PETRIE TERRACE**

We confirm receipt of the executed Contract dated 5 May 2021 and thank you for instructing us to act in the sale of your Property.

Conveyancing in Queensland is complex and is affected by at least 20 different pieces of State and Federal legislation, Contract conditions, extensive case law and practice guidelines.

Many things in a conveyance may not go as expected. Courts require us to explain a range of issues concerning your conveyance and how you might protect against them.

Please read this letter and the **attached Residential Conveyancing Booklet for Sellers** as soon as possible as they contain important information about your sale. If any of the information given to you is unclear, please call us as soon as possible.

It is important that you read and consider all our advice, give us clear instructions as soon as possible before critical dates expire, and tell us if you have any concerns about the Contract or the Property.

We must be able to contact you at all times so tell us if your contact phone number, email or address changes or if you expect communication difficulties at any time.

Failure to do this could mean that you may lose rights, suffer loss or be unable to sell the property simply because we were unable to contact you at a critical stage. **Your active involvement in the process is therefore critical to achieving a successful result.**

Kathryn Coles, Senior Conveyancing Clerk, will have the conduct of the legal aspects of your Sale, under the supervision of Jennifer Williamson, Principal Solicitor. Our offices are open 8.30 am to 5.00 pm Monday to Friday.



Member of
the Queensland
Society of
Notaries

4 Rakeevan Road, Graceville
PO Box 2112 Graceville Qld 4075

T 07 3278 2109
F 07 3278 5957
E williamson@jlw.com.au
W www.jlw.com.au

1. DOCUMENTS ATTACHED TO THIS LETTER

We enclose the following:-

- a. Contract;
- b. Questions for Seller of Residential Property and Authority ("**Questionnaire and Authority**");
- c. To-Do List for Seller of Residential Property ("**To-Do List**");
- d. Residential Conveyancing Booklet for Sellers ("**Booklet**").

2. CRITICAL DATES

We have calculated the following important critical dates. If you do not agree with our calculations, please tell us as soon as possible.

Meeting date deadlines is very critical. The Booklet and the Contract contain important and critical additional information on how these dates operate and your responsibilities and rights if notice is not given by particular critical dates.

Where we are not able to calculate a specific date (for instance where the condition is based on the Contract date and the Contract is not yet signed by both parties) we have marked the date with an asterisk and will calculate and confirm those dates with you at a later date.

Time is of the essence in your Contract. This means that failure to meet the deadlines set out in the schedule below could have serious legal and financial consequences for you. For example, the Buyer may become entitled to terminate the Contract, seek to have the deposit refunded and claim compensation against you.

We suggest you diarise the dates as it is your responsibility to take action where noted below. Your instructions will be required at least the day before the due date noted below and preferably earlier. This will give us time to act on your instructions.

Item	Due Date	Who is responsible to action – You or us?
Contract Date:	5 May 2021	
Make application for ATO Clearance Certificate or Variation (www.ato.gov.au/FRCG W)	Immediately	For Contracts entered into on or after 1 July 2017 where the Property sold has a market value of \$750,000 or more, the Buyer must pay the required amount (usually 12.5%) to the ATO promptly after settlement unless each Seller produces a valid clearance certificate issued by the ATO or a notice from the ATO reducing the Capital Gains Tax ('CGT') withholding amount.

A certificate or variation notice may take up to 28 days. Please let us know urgently if you are relying on the full proceeds of sale being available at settlement as up to 12.5% may be withheld.

Payment of deposit by:

- Deposit 7 May 2021

The Buyer must pay the Deposit of \$48,000.00.

If the Buyer does not pay the deposit on time, the Buyer will be in breach of the Contract and you may be able to terminate or seek an order from the Court requiring them to settle. You may be able to keep the deposit and recover any part of the deposit not paid.

There may be an argument that where the Buyer pays the deposit by direct debit or bank transfer but fails to ensure that it is received by the deposit holder by the date stated in the Contract, that the deposit has not been paid on time. We will discuss this with you if this becomes relevant.

- Expiry of Cooling-off period 11 May 2021

The Buyer is entitled to terminate in the cooling off period for any reason. On termination you may impose a termination penalty.

- Settlement date 4 June 2021

The place for settlement is Brisbane. We will arrange settlement. Settlement must occur between 9am and 4pm AEST. You are responsible to:

- do everything in the To-Do List;
- do everything your bank requires you to do for settlement; and
- if the purchase price is not going to be sufficient to pay out your mortgage - provide any additional funds required for settlement otherwise you might not be able to settle and then be in default of the Contract. Note that any additional funds you provide to us must be *cleared* funds. If this applies, please call us as soon as possible to discuss.

Due to cyber criminals frequently hacking into communications, please do not act on any communication (from us, the real estate agent or otherwise) that asks you to transfer or deposit money above \$10,000 until you telephone us and/or the apparent sender of that communication (on a known or separately verified number) to read out and read back the account and BSB numbers contained in the email and any instructions, to verify the authenticity of the email. You may wish to also consider checking for amounts less than this on a case-by-case basis.

3. WHAT DO YOU NEED TO DO NOW?

a. Contract Information

Please carefully read all the particulars noted in this correspondence.

We have summarised the terms and any special conditions of the Contract as above. Please review to ensure that the terms are correct and the Contract covers all issues that are important to you.

If any details in the Contract reference schedule are incorrect or missing your rights may be affected. Please call us as soon as possible if you have any concerns.

b. Questionnaire and Authority

Please complete and sign the Questionnaire and Authority and return it to us as soon as possible. If we have partially completed the questionnaire after an initial telephone call with you please review the answers carefully as we will provide you with advice on that basis. If anything is not correct please amend. In either case once you are satisfied with the answers please sign and return to us.

The purpose of the Questionnaire and Authority is to ensure that we have clear directions and authority from you about the conduct of your conveyance. If you have given authority to any person to provide us with instructions about the conduct of your conveyance and that authority is withdrawn, you must immediately inform us.

There are certain instructions and declarations required for your conveyance. A failure to return the completed and signed Questionnaire and Authority could result in settlement being delayed, or potential breach for not being ready for settlement.

c. To-Do List

Please read the To-Do List and action all relevant tasks. If you do not:

- i. provide full disclosure; or
- ii. do some of the tasks in the To-Do List,

you may not be able to complete the Contract on time and may give the Buyer an ability to terminate the Contract, delay settlement or claim compensation from you.

d. Electronic Conveyancing

E-conveyancing is a recently introduced system which allows for an "electronic" settlement of a conveyancing transaction through an online exchange known as "PEXA" (Property Exchange Australia).

We are subscribers to PEXA and we are able to use e-conveyancing for the settlement of this transaction. **We will not use e-conveyancing without your specific instructions to do so. In providing those instructions you should take into account the issues raised in our Booklet about the risks of using e-conveyancing.** Even if you instruct us to use e-conveyancing, we will only be able to do so if the transaction is not excluded by the rules applying to the use of the system and if all parties to the transaction (including financiers) agree to use it.

If e-conveyancing is to be used, you will need to attend at our office for a face-to-face meeting where you will need to produce identity documents and sign the Client Authorisation. Details of the documents required are set out in the To-Do List. The Client Authorisation is to be signed at our face-to-face meeting with you. If it is not possible for you to attend at our office for a face-to-face meeting, arrangements can be made for an agent to undertake the verification of identity process. Please contact us to discuss this option if appropriate. Do not instruct an agent directly as we need to provide specific instructions to the agent to carry out the identification process.

4. SEARCHES AND SELLER'S DISCLOSURE

You are required to make certain disclosures regarding the Property. If the disclosures regarding the Property are not accurate the Buyer may be able to terminate the Contract and claim compensation from you.

The Buyer will generally conduct searches on the Property to verify your disclosure and check for any rights of termination or compensation they may have.

If you are aware of any issues in relation to the Property please call us.

a. What you may need to disclose

The disclosures you are required to make are explained in "What you may need to disclose" section of the Booklet. Some of the items to disclose are not revealed in the initial searches and we will be relying on you to tell us if they exist.

Please carefully read this section of the Booklet and call us as soon as possible if there are additional items to disclose not set out above.

1. SEARCHES

1.1 Initial Searches

We have conducted some initial searches that are critical to identify important issues you may be required to disclose to the Buyer for the Property you are selling.

We have **attached** the results of the searches.

1.2 Title Search

The **attached** title search confirms:

- that the Seller noted in the Contract is the registered owner of the Property;
- the title and lot details in the Contract are correct; and
- what encumbrances, easements and administrative advices are registered on title.

Refer to the next section for our analysis of any registered notations on title that may affect your sale.

1.3 Encumbrances, Easements and Administrative Advices

Easements

An easement burdening the Property is registered on title. A copy of the registered easement is **attached**. Details of the easement are as follows:

- Easement in Gross No. 601095729 burdening the land to Brisbane City Council over resub division A on RP46385.

Encumbrances not disclosed in the Contract – to be released at settlement

- There are no encumbrances noted on title that have not been disclosed in the Contract other than the rights and reservations reserved by the State of Queensland when title to the lot was created.

Unregistered Encumbrances

You should note that there may be unregistered encumbrances and other government rights or interests that may affect the Property, such as sewerage or drainage lines on the Property or declaration of beach area. Please note that not all of these unregistered encumbrances will be discovered by the searches we conduct.

You should advise us as soon as possible if you are aware of any unregistered encumbrances.

1.4 QCAT Applications and Orders for Neighbourhood Disputes and Adjustments to Lot Entitlements

Your obligations to disclose tree and fencing disputes

Before entering the Contract, you are obliged to give the Buyer copies of any Queensland Civil and Administrative Tribunal ('**QCAT**') applications or orders for trees affecting the Property.

You warrant in the Contract that you have disclosed the existence of any applications or orders relating to the Property, which includes QCAT applications or orders for dividing or pool fences.

Trees

The Contract indicates that the Property is not affected by any QCAT application or order in relation to trees on the Land.

If copies of documents relating to trees are not given then you may be liable to pay a significant financial penalty and the Buyer may terminate the Contract at any time before settlement or you may be liable to comply with any order following settlement.

Fences

The Contract does not contain special conditions or other disclosure of any applications or notices relating to dividing or pool fences.

If fencing orders are not satisfied before settlement, the Buyer may be able to terminate the Contract or claim compensation from you.

Please contact us as soon as possible with details of any existing disputes relating to dividing fences or trees or disputes that arise after the Contract date so that we can ascertain if disclosure has, must or can still be made and advise you accordingly. (See Booklet for further information.)

1.5 Mining Tenures Search

We have not conducted a search to determine whether there are any mining, petroleum, gas storage or geothermal tenures affecting the Property.

You should contact us urgently if you believe that mining or other activities may have been conducted in the area and you would like us to conduct this search.

5. RETAINER, PROFESSIONAL COSTS AND EXPENSES

a. Retainer

The work we will perform for you is set out in our costs disclosure and retainer.

Our retainer includes all work which is usual and necessary as part of the conveyancing process and does not extend further.

Some items we specifically consider are beyond our retainer are listed in the Booklet and set out below.

Our retainer may be terminated:

- i. with your agreement;
- ii. if you give us notice that you no longer wish us to act;
- iii. if we give you reasonable notice that we are terminating the retainer for just cause, which may include:
 - you have given us instructions that are not lawful, proper or competent;
 - your acts or omissions are inconsistent with us continuing to represent you, preventing us from properly performing our duties;
 - we identify a conflict of interest or duty and cannot ethically continue to act for you;
 - we are not able to properly verify your identity or your authority to give instructions;
 - you have refused to reimburse disbursements we have paid on your behalf;
 - you refuse to provide reasonable security for our legal costs;
 - you fail to provide adequate instructions within a reasonable time;

- you fail to provide us with any or all of our requested information and/or documentation; or
- if the retainer comes to an end at law.

b. **Professional costs**

Our professional costs including GST for the work specified in our retainer are \$790.00.

If we attend to work outside the scope of our retainer we will charge additional fees on a time basis according to our usual hourly rates.

c. **Outlays**

We estimate that we will incur \$40.00 (no GST) for our agents settlement attendance fee in Brisbane on your behalf. If settlements are on the Gold Coast, Sunshine Coast or regional Queensland, our agents settlement attendance fee varies from \$88.00 - \$220.00 including GST.

We estimate that we will incur \$25.63 (inc GST) to obtain a copy of the Title Search. We will only order a Title Search if one is not attached to the Contract or if the search date of the Title Search is over 6 weeks old.

We estimate that should our settlement agent be required to do banking following settlement, our settlement clerk charges \$15.00 (no GST) on your behalf.

d. **PEXA**

If e-conveyancing is to be used, we estimate that our additional legal fees including the PEXA settlement fee will be \$167.45.

e. **Terms and Conditions for payment:**

I/We acknowledge and accept Williamson & Associates Solicitors (Merriwill Pty Ltd) will collect the costs and outlays as set out above together with any other outlays incurred during the course of the conveyance.

If you have any queries about any of the issues raised in this letter please call Kathryn Coles on 07 3278 2109.

Yours faithfully



Kathryn Coles
Senior Conveyancing Clerk
Williamson & Associates



Department of Resources
ABN 59 020 847 551

Title Reference: 13625113

Search Date: 06/05/2021 13:11

Date Title Created: 09/12/1963

Request No: 37126599

Previous Title: 13534238

ESTATE AND LAND

Estate in Fee Simple

LOT 21 REGISTERED PLAN 10666
Local Government: BRISBANE CITY

REGISTERED OWNER

INTEREST

BEVERLEY JOAN MORT

1/2

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19510131 (ALLOT 294)
2. EASEMENT IN GROSS No 601095729 (A72356) 09/11/1928
BURDENING THE LAND
TO BRISBANE CITY COUNCIL
OVER RESUB A ON RP46385

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



Department of Resources
ABN 59 020 847 551

Title Reference:	13625114	Search Date:	06/05/2021 13:11
Date Title Created:	09/12/1963	Request No:	37126601
Previous Title:	13534238		

ESTATE AND LAND

Estate in Fee Simple

LOT 21 REGISTERED PLAN 10666
Local Government: BRISBANE CITY

REGISTERED OWNER

INTEREST

Dealing No: 715175609 28/06/2013

BEVERLEY JOAN MORT
ROBERT CAMERON CHISHOLM MORT
UNDER INSTRUMENT 715175609

TRUSTEE

1/2

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 19510131 (ALLOT 294)
2. EASEMENT IN GROSS No 601095729 (A72356) 09/11/1928
BURDENING THE LAND
TO BRISBANE CITY COUNCIL
OVER RESUB A ON RP46385

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

Ray White.



Contract for Houses and Residential Land

Sixteenth Edition

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

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

REFERENCE SCHEDULE

Contract Date: 5TH May 2021

SELLER'S AGENT

NAME: Hadgelias Holdings Pty Ltd T/A Ray White Paddington

ABN: 38010422983

LICENCE NO: 1006322

ADDRESS: 181 Given Terrace

SUBURB: PADDINGTON STATE: QLD POSTCODE: 4064

PHONE: 07 3369 6488

MOBILE: 0432 625 180

FAX:

EMAIL: nictolas.hall@raywhite.com

SELLER

NAME: BEVERLEY JOAN MORT and ROBERT CAMERON CHISHOLM MORT TRUSTEE UNDER INSTRUMENT 715175609

ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

NAME:

BEVERLEY JOAN MORT

ABN:

ADDRESS: 40 GRETTEL DRIVE

SUBURB: MERMAID WATERS STATE: Q POSTCODE: 4218

PHONE:

MOBILE:

FAX:

EMAIL:

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME:

Williamson & Associates

REF:

CONTACT:

Jennifer Williamson

ADDRESS: 4 Rakeevan Rd

SUBURB: Graceville STATE: Qld POSTCODE: 4075

PHONE:

MOBILE:

FAX:

EMAIL:

07 3278 2109

williamson@jw.com.au

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

BJM



BUYER

NAME: Catharine Elizabeth Anne TOMPSON

ABN:

ADDRESS: 893 Waterworks Road

SUBURB: The Gap

STATE: Qld POSTCODE: 4061

PHONE: MOBILE: FAX: EMAIL:

NAME: ABN:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S AGENT (If applicable)

NAME:

ABN: LICENCE NO:

ADDRESS:

SUBURB: STATE: POSTCODE:

PHONE: MOBILE: FAX: EMAIL:

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: Conveyancing Connection

REF: CONTACT:

ADDRESS: Level 9/371 Queen St

SUBURB: Brisbane City STATE: Qld POSTCODE: 4000

PHONE: 07 3229 1445 MOBILE: FAX: EMAIL: info@conveyconnect.com.au

PROPERTY

Land: ADDRESS: 58 MENZIES STREET

SUBURB: PETRIE TERRACE STATE: QLD POSTCODE: 4000

Built On Vacant

Description: Lot: 21

on: RP10666

Title Reference: 13625114 & 13625113

Area: 228sqm ← (more or less) Land sold as: Freehold Leasehold ← if neither is selected, the land is treated as being Freehold.

Present Use: Vacant Land

Local Government: BRISBANE CITY COUNCIL

Bgm



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

DOCUBYTES

Excluded Fixtures:

Included Chattels:

PRICE

Deposit Holder: Ray White Paddington

Deposit Holder's Trust Account: Ray White Paddington Trust Account

Bank: Commonwealth Bank of Australia

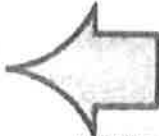
BSB: 064-121

Account No: 00138428

Purchase Price: \$ 965,000

DS
CT

DS
RM
BGM



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

Deposit: \$ 48,000

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

2 business days from contract date

Balance Deposit (if any) payable on:

Default Interest Rate: _____ %

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

FINANCE

Finance Amount: \$ _____

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

Financier: _____

Finance Date: _____

BUILDING AND/OR PEST INSPECTION DATE:

Inspection Date: _____

← If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

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

DS
CT

Statutory Encumbrances for the Provision of Services to the Lot unregistered encumbrances created by statute for the protection of and access to water supply, sewerage, drainage, telecommunications and other utilities.

DS
RM

EASTMENT In Gross No 601096729 (A72356) 09/11/1928
BURDENING THE LAND TO BRISBANE CITY COUNCIL OVER RESUB A ON RP46385

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

Tenancies:

TENANTS NAME: _____

N/A

TERM AND OPTIONS: _____

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



STARTING DATE OF TERM: _____

ENDING DATE OF TERM: _____

RENT: _____

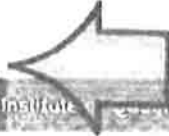
BOND: _____

\$

\$

(Now initials not required if signed with Electronic Signature)

BGM



INITIAL
HERE

INITIAL
HERE

Managing Agent:

AGENCY NAME:

N/A

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

POOL SAFETY

Q1 Is there a pool on the Land or on an adjacent land used in association with the Land?

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

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

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

Q3 If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

- Yes
- No

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

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

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

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

POOL SAFETY INSPECTOR

Pool Safety Inspector: _____

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

Pool Safety Inspection Date: _____

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

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

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

(select whichever is applicable)

- installed in the residence
- not installed in the residence

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

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

(select whichever is applicable)

- installed in the residence
- not installed in the residence

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

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

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

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

Bgm



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000018160511

GST WITHHOLDING OBLIGATIONS

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

(select whichever is applicable)

Yes

No

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

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

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

(select whichever is applicable)

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

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

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

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-15) (Sixteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

- 1. Clause 6.2 (8) (b) (iv) of the Terms and Conditions is amended by inserting after Agency the following; including but not limited to a direction or order in connection with the coronavirus (COVID-19) pandemic.
- 2. The parties hereby agree to be bound by the Electronic Transactions (Queensland) Act 2001 (QLD). This contract may be entered into by and becomes binding on the parties named in the contract upon one party signing the contract that has been signed by the other (or a photocopy, facsimile copy, or a printed electronic copy of that contract) and transmitting a facsimile copy, or electronic copy of it to the other party or to the other party's agent or solicitor.

SETTLEMENT

Settlement Date: 30 days from contract date

Place for Settlement: BRISBANE

Bfsm →



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

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

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

SIGNATURES

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

DocuSigned by:
Buyer: 
E10BF0E08380F4F4

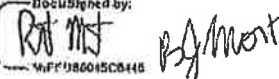
Witness:

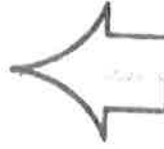
Buyer:
By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

Witness:

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

**SIGN
HERE**

DocuSigned by:
Seller: 
WFR986015C8446



**SIGN
HERE**




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

Witness:

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

Deposit Holder:

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

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





**INITIALS
HERE**

TERMS OF CONTRACT FOR HOUSES AND RESIDENTIAL LAND

1. DEFINITIONS

1.1 In this contract:

- (1) Terms in **bold** in the Reference Schedule have the meanings shown opposite them; and
 - (2) Unless the context otherwise indicates:
 - (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
 - (b) **"ATO"** means the Australian Taxation Office;
 - (c) **"ATO Clearance Certificate"** means a certificate issued under section 14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
 - (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer, adjusted under clause 2.6;
 - (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
 - (f) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
 - (g) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulations 2003*;
 - (h) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
 - (i) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
 - (j) **"Compliance or Exemption Certificate"** means:
 - (i) a Pool Safety Certificate; or
 - (ii) a Building Certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
 - (k) **"Compliant Smoke Alarm"** means a smoke alarm complying with the requirements for smoke alarms in domestic dwellings under the *Fire and Emergency Services Act 1990*;
 - (l) **"Contract Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;
 - (m) **"Court"** includes any tribunal established under statute;
 - (n) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
 - (o) **"Encumbrances"** includes:
 - (i) unregistered encumbrances;
 - (ii) statutory encumbrances; and
 - (iii) Security Interests;
 - (p) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.2, 2.5(1), 2.5(5), 5.1 and 6.1; and
 - (ii) the Seller: clauses 2.5(5), 5.1, 5.3(1)(a)-(d), 5.3(1)(e)(ii) & (iii), 5.3(1)(f), 5.5 and 6.1;
- but nothing in this definition precludes a Court from finding other terms to be essential;
- (q) **"Financial Institution"** means a Bank, Building Society or Credit Union;
 - (r) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
 - (s) **"GST"** means the goods and services tax under the GST Act;
 - (t) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
 - (u) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
 - (v) **"Improvements"** means fixed structures on the Land and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
 - (w) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
 - (x) **"Notice of No Pool Safety Certificate"** means the Form 36 under the *Building Regulation 2006* to the effect that there is no Pool Safety Certificate issued for the Land;
 - (y) **"Notice of Nonconformity"** means a Form 26 under the *Building Regulation 2006* advising how the pool does not comply with the relevant pool safety standard;
 - (z) **"Outgoings"** means rates or charges on the Land by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax;
 - (aa) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulations 2003*;
 - (bb) **"Pool Safety Certificate"** has the meaning in section 231C(a) of the *Building Act 1975*;
 - (cc) **"Pool Safety Inspection Date"** means the Pool Safety Inspection Date inserted in the Reference Schedule. If no date is inserted in the Reference Schedule, the Pool Safety Inspection Date is taken to be the earlier of the following:
 - (i) the Inspection Date for the Building and/or Pest Inspection; or
 - (ii) 2 Business Days before the Settlement Date;
 - (dd) **"Pool Safety Requirements"** means the requirements for pool safety contained in the *Building Act 1975* and *Building Regulation 2006*;
 - (ee) **"Pool Safety Inspector"** means a person authorised to give a Pool Safety Certificate;
 - (ff) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
 - (gg) **"Property"** means:
 - (i) the Land;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
 - (hh) **"Rent"** means any periodic amount payable under the Tenancies;

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

- (ii) **"Reserved Items"** means the Excluded Fixtures and all Chattels on the Land other than the Included Chattels;
- (jj) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (kk) **"Transfer Documents"** means:
 - (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Land to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (ll) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*; and
- (mm) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. PURCHASE PRICE

2.1 GST

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

2.2 Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.3 Investment of Deposit

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

2.4 Entitlement to Deposit and Interest

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

2.5 Payment of Balance Purchase Price

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

then:

- (c) for clause 2.5(1), the Seller irrevocably directs the Buyer to draw a bank cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
- (d) the Buyer must lodge a *Foreign Resident Capital Gains Withholding Purchaser Notification Form* with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement;
- (e) the Seller must return the bank cheque in paragraph (c) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
- (f) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (4) For clause 2.5(3) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Land and Improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Land and Improvements prepared by a registered valuer,
 in which case the market value of the Land and Improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:

GST Property Settlement Withholding Notification form ("Form 1"); and

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- (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
- (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (d) the Seller irrevocably directs the Buyer to draw a bank cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
- (e) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

2.6 Adjustments to Balance Purchase Price

- (1) The Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date. The Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Subject to clauses 2.6(3), 2.6(5), and 2.6(14), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Land at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Land to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) The Seller is liable for land tax assessed on the Land for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Office of State Revenue advises that it will issue a final clearance for the Land on payment of a specified amount, then the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Office of State Revenue.
- (5) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading

made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.

- (6) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 2.6(2).
- (7) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (8) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (9) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (10) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 2.6(7), 2.6(8) and 2.6(9).
- (11) Payments under clause 2.6(10) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.
- (12) The cost of bank cheques payable at settlement:
 - (a) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (b) to parties other than the Seller or its mortgagee are the responsibility of the Seller.
- (13) The Seller is not entitled to require payment of the Balance Purchase Price by means other than bank cheque without the consent of the Buyer.
- (14) Upon written request by the Buyer, the Seller will, prior to settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 2.6.

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

3. FINANCE

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

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4. BUILDING AND PEST INSPECTION REPORTS AND POOL SAFETY

4.1 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written Building Report from a Building Inspector and a written Pest Report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.1(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.1(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.1(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waive pursuant to clause 4.1(2).

4.2 Pool Safety

- (1) This clause 4.2 applies if:
 - (a) the answer to Q2 of the Reference Schedule is No or Q2 is not completed; and
 - (b) this contract is not a contract of a type referred to in section 160(1)(b) of the *Property Occupations Act 2014*.
- (2) This contract is conditional upon:
 - (a) the issue of a Pool Safety Certificate; or
 - (b) a Pool Safety Inspector issuing a Notice of Nonconformity stating the works required before a Pool Safety Certificate can be issued;
 by the Pool Safety Inspection Date.
- (3) The Buyer is responsible for arranging an inspection by a Pool Safety Inspector at the Buyer's cost. The Seller authorises:
 - (a) the Buyer to arrange the inspection; and
 - (b) the Pool Safety Inspector to advise the Buyer of the results of the inspection and to give the Buyer a copy of any notice issued.
- (4) If a Pool Safety Certificate has not been issued by the Pool Safety Inspection Date, the Buyer may give notice to the Seller that the Buyer:
 - (a) terminates this contract; or
 - (b) waives the benefit of this clause 4.2.
 The Buyer must act reasonably.
- (5) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(4), by 5pm on the Pool Safety Inspection Date.
- (6) The Seller's right under clause 4.2(5) is subject to the Buyer's continuing right to give written notice to the Seller of termination or waiver pursuant to clause 4.2(4).
- (7) The right of a party to terminate under this clause 4.2 ceases upon receipt by that party of a copy of a current Pool Safety Certificate.

- (8) If the Buyer terminates this contract under clause 4.2(4)(a), and the Seller has not obtained a copy of the Notice of Nonconformity issued by the Pool Safety Inspector, the Seller may request a copy and the Buyer must provide this to the Seller without delay.

5. SETTLEMENT

5.1 Time and Date

- (1) Settlement must occur between 9am and 4pm AEST on the Settlement Date.
- (2) If the parties do not agree on where settlement is to occur, it must take place in the Place for Settlement at the office of a solicitor or Financial Institution nominated by the Seller, or, if the Seller does not make a nomination, at the Land Registry Office in or nearest to the Place for Settlement.

5.2 Transfer Documents

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

5.3 Documents and Keys at Settlement

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

5.4 Assignment of Covenants and Warranties

- At settlement, the Seller assigns to the Buyer the benefit of all:
- (1) covenants by the Tenants under the Tenancies;
 - (2) guarantees and Bonds (subject to the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008*) supporting the Tenancies;
 - (3) manufacturer's warranties regarding the Included Chattels; and

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(4) builders' warranties on the Improvements; to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 117 of the *Property Law Act 1974* does not apply.

5.5 Possession of Property and Title to Included Chattels

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

5.6 Reservations

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

5.7 Consent to Transfer

- (1) If the Land sold is leasehold, this contract is subject to any necessary consent to the transfer of the lease to the Buyer being obtained by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

6. TIME

6.1 Time of the Essence

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

6.2 Suspension of Time

- (1) This clause 6.2 applies if a party is unable to perform a Settlement Obligation solely as a consequence of a Delay Event but does not apply where the inability is attributable to:
 - (a) damage to, destruction of or diminution in value of the Property or other property of the Seller or Buyer; or
 - (b) termination or variation of any agreement between a party and another person whether relating to the provision of finance, the release of an Encumbrance, the sale or purchase of another property or otherwise.
- (2) Time for the performance of the parties' settlement obligations is suspended and ceases to be of the essence of the contract and the parties are deemed not to be in breach of their Settlement Obligations.
- (3) An Affected Party must take reasonable steps to minimise the effect of the Delay Event on its ability to perform its Settlement Obligations.
- (4) When an Affected Party is no longer prevented from performing its Settlement Obligations due to the Delay Event, the Affected Party must give the other party a notice of that fact, promptly.
- (5) When the Suspension Period ends, whether notice under clause 6.2(4) has been given or not, either party may give the other party a Notice to Settle.
- (6) A Notice to Settle must be in writing and state:
 - (a) that the Suspension Period has ended; and

(b) a date, being not less than 5 nor more than 10 Business Days after the date the Notice to Settle is given, which shall become the Settlement Date;

(c) that time is of the essence.

(7) When Notice to Settle is given, time is again of the essence of the contract.

(8) In this clause 6.2:

(a) "Affected Party" means a party referred to in clause 6.2(1);

(b) "Delay Event" means:

- (i) a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
- (ii) riot, civil commotion, war, invasion or a terrorist act;
- (iii) an imminent threat of an event in paragraphs (i) or (ii); or
- (iv) compliance with any lawful direction or order by a Government Agency;

(c) "Government Agency" means the government of the Commonwealth of Australia or an Australian State, Territory or local government and includes their authorities, agencies, government owned corporations and authorised officers, courts and tribunals;

(d) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.5(1) and 5.1(1) and, in the case of the Seller, its obligations under clauses 5.1(1), 5.3(1)(a) – (e) and 5.5;

(e) "Suspension Period" means the period during which the Affected Party (or if both the Buyer and Seller are Affected Parties, either of them) remains unable to perform a Settlement Obligation solely as a consequence of a Delay Event.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Land is sold subject to:

- (1) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (2) the Conditions of the Crown Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

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

7.4 Seller's Warranties

- (1) The Seller warrants that, except as disclosed in this contract at settlement:
 - (a) if the Land is freehold: it will be the registered owner of an estate in fee simple in the Land and will own the rest of the Property;
 - (b) if the Land is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.

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- (2) The Seller warrants that, except as disclosed in this contract at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) (a) The Seller warrants that, except as disclosed in this contract or a notice given by the Seller to the Buyer under the *Environmental Protection Act 1994* ("EPA"), at the Contract Date:
 - (i) there is no outstanding obligation on the Seller to give notice to the administering authority under EPA of notifiable activity being conducted on the Land; and
 - (ii) the Seller is not aware of any facts or circumstances that may lead to the Land being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(3), the Buyer may:
 - (i) terminate this contract by notice in writing to the Seller given within 2 Business Days before the Settlement Date; or
 - (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

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

7.6 Requirements of Authorities

- (1) Subject to clause 7.6(5), any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property ("Work or Expenditure") must be fully complied with:
 - (a) if issued before the Contract Date, by the Seller before the Settlement Date;
 - (b) if issued on or after the Contract Date, by the Buyer.
- (2) If any Work or Expenditure that is the Seller's responsibility under clause 7.6(1)(a) is not done before the Settlement Date, the Buyer is entitled to claim the reasonable cost of work done by the Buyer in accordance with the notice or order referred to in clause 7.6(1) from the Seller after settlement as a debt.

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

7.7 Property Adversely Affected

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

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

- (1) once to read any meter;

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

8.3 Seller's Obligations After Contract Date

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

8.4 Information Regarding the Property

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

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR; and
- (4) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

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

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

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

9.2 If Seller Affirms

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

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

9.3 If Buyer Affirms

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

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

9.4 If Seller Terminates

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

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

9.5 If Buyer Terminates

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

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

9.6 Seller's Resale

(1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:

- (a) any deficiency in price on a resale; and
- (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.

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

9.7 Seller's Damages

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

9.8 Buyer's Damages

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

9.9 Interest on Late Payments

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

10. GENERAL

10.1 Seller's Agent

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

10.2 Foreign Buyer Approval

The Buyer warrants that either:

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

10.3 Duty

The Buyer must pay all duty on this contract.

10.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor

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- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 10.4(5), a notice given after this contract is entered into in accordance with clause 10.4(3) will be treated as given:
 - (a) 5 Business Days after posting;
 - (b) if sent by facsimile, at the time indicated on a clear transmission report; and
 - (c) if sent by email, at the time it is sent.
- (5) Notices given by facsimile, by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 10.4(5), they will be treated as given in the order in which they were sent or delivered.
- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) For the purposes of clause 10.4(3)(c) and clause 12.2 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.

10.5 Business Days

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

10.6 Rights After Settlement

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

10.7 Further Acts

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

10.8 Severance

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

10.9 Interpretation

(1) Plurals and Genders

Reference to:

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

(2) Parties

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

(3) Statutes and Regulations

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

(4) Inconsistencies

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

(5) Headings

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

10.10 Counterparts

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

11. ELECTRONIC SETTLEMENT

11.1 Application of Clause

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

11.2 Completion of Electronic Workspace

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



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- (b) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 11(4)(a);
- (c) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
- (d) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule.

11.3 Electronic Settlement

- (1) Clauses 5.1(2) and 5.2 do not apply.
- (2) Payment of the Balance Purchase Price electronically as directed by the Seller's Solicitor in the Financial Settlement Schedule satisfies the Buyer's obligation in clause 2.5(1).
- (3) The Seller and Buyer will be taken to have complied with:
 - (a) clause 2.5(3)(c), (e) and (f); and
 - (b) clause 2.5(5)(d) and (e),
 (as applicable) if at settlement the Financial Settlement Schedule specifies payment of the relevant amount to the account nominated by the Commissioner of Taxation.
- (4) The Seller will be taken to have complied with clause 5.3(1)(b), (c), (d), (e) and (f) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and
 - (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.3(1)(d)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than the Business Day after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitors possession.
- (5) A party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has not done something in the Electronic Workspace.
- (6) Any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement.
- (7) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

11.4 Computer System Unavailable

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

11.5 Withdrawal from Electronic Settlement

- (1) Either party may elect not to proceed with an Electronic Settlement by giving written notice to the other party.
- (2) A notice under clause 11.5(1) may not be given later than 5 Business Days before the Settlement Date unless an Electronic Settlement cannot be effected because:

- (a) the transaction is not a Qualifying Conveyancing Transaction; or
 - (b) a party's solicitor is unable to complete the transaction due to death, a loss of legal capacity or appointment of a receiver or administrator (or similar) to their legal practice or suspension of their access to the ELNO System; or
 - (c) the Buyer's or Seller's Financial Institution is unable to use the relevant ELNO System to effect Electronic Settlement.
- (3) If clause 11.5(2) applies:
- (a) the party giving the notice must provide satisfactory evidence of the reason for the withdrawal; and
 - (b) the Settlement Date will be extended to the date 5 Business Days after the Settlement Date.

11.6 Costs

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

11.7 Definitions for clause 11

In clause 11:

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

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

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

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

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

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

"ELNO" has the meaning in the ECNL.

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

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

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

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

12. ELECTRONIC CONTRACT AND DISCLOSURE

12.1 Electronic Signing

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

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

12.2 Pre-contract Disclosure

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

B.A.M.



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