



Australian Government
Australian Taxation Office

Agent DS ACCOUNTING & BUSINESS
SOLUTIONS PTY
Client THE TRUSTEE FOR THE BASTAC
FAMILY SMSF
ABN 67 990 023 604
TFN 983 463 315

Superannuation 003

Date generated	23/04/2020
Role name	Co-Contributions Remittance
Balance	\$0.00

Transactions

2 results found - from 23 April 2018 to 23 April 2020 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
10 Jun 2019	13 Jun 2019	EFT refund for Co-Contributions Remittance for the period from 07 Jun 19 to 31 Dec 99	\$20.80		\$0.00
7 Jun 2019	7 Jun 2019	Aggregated transfer from individual		\$20.80	\$20.80 CR



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Superannuation 003

Date generated	23/04/2020
Role name	LISA Remittance
Balance	\$0.00

Transactions

2 results found - from 23 April 2018 to 23 April 2020 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
23 Jul 2018	26 Jul 2018	EFT refund for LISA Remittance for the period from 20 Jul 18 to 31 Dec 99	\$500.00		\$0.00
20 Jul 2018	20 Jul 2018	Aggregated transfer from individual		\$500.00	\$500.00 CR



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Superannuation 003

Date generated 23/04/2020
Role name LISA Recovery
Balance \$0.00

Transactions

2 results found - from 23 April 2018 to 23 April 2020 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
12 Sep 2018	11 Sep 2018	Payment received		\$500.00	\$0.00
28 Aug 2018	3 Oct 2018	Aggregated transfer from individual	\$500.00		\$500.00 DR



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Activity statement 004

Date generated	23/04/2020
Overdue	\$827.00 DR
Not yet due	\$0.00
Balance	\$827.00 DR

Transactions

19 results found - from 23 April 2018 to 23 April 2020 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
1 Apr 2020	1 Apr 2020	General interest charge			\$827.00 DR
1 Mar 2020	28 Feb 2020	Original Activity Statement for the period ending 31 Dec 19 - PAYG Instalments	\$827.00		\$827.00 DR
30 Nov 2019	30 Nov 2019	General interest charge			\$0.00
25 Nov 2019	22 Nov 2019	Payment		\$827.00	\$0.00
3 Nov 2019	28 Oct 2019	Original Activity Statement for the period ending 30 Sep 19 - PAYG Instalments	\$827.00		\$827.00 DR
4 Aug 2019	29 Jul 2019	Original Activity Statement for the period ending 30 Jun 19 - PAYG Instalments	\$2,664.00		\$0.00
30 Jul 2019	29 Jul 2019	Payment		\$2,664.00	\$2,664.00 CR
5 May 2019	29 Apr 2019	Original Activity Statement for the period ending 31 Mar 19 - PAYG Instalments	\$226.00		\$0.00
1 Apr 2019	29 Mar 2019	Payment		\$226.00	\$226.00 CR

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
3 Mar 2019	28 Feb 2019	Original Activity Statement for the period ending 31 Dec 18 - PAYG Instalments	\$226.00		\$0.00
11 Jan 2019	10 Jan 2019	Payment		\$226.00	\$226.00 CR
4 Nov 2018	29 Oct 2018	Original Activity Statement for the period ending 30 Sep 18 - PAYG Instalments	\$226.00		\$0.00
22 Oct 2018	19 Oct 2018	Payment		\$226.00	\$226.00 CR
25 Aug 2018	25 Aug 2018	General interest charge			\$0.00
5 Aug 2018	30 Jul 2018	Original Activity Statement for the period ending 30 Jun 18 - PAYG Instalments	\$1,873.00		\$0.00
3 Aug 2018	2 Aug 2018	Payment		\$1,873.00	\$1,873.00 CR
26 May 2018	26 May 2018	General interest charge			\$0.00
16 May 2018	15 May 2018	Payment		\$1,873.00	\$0.00
6 May 2018	30 Apr 2018	Original Activity Statement for the period ending 31 Mar 18 - PAYG Instalments	\$1,873.00		\$1,873.00 DR



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Income tax 002

Date generated	23/04/2020
Overdue	\$0.00
Not yet due	\$0.00
Balance	\$0.00

Transactions

5 results found - from 23 April 2018 to 23 April 2020 sorted by processed date ordered newest to oldest

Processed date	Effective date	Description	Debit (DR)	Credit (CR)	Balance
7 May 2019	10 May 2019	EFT refund for Income Tax for the period from 01 Jul 17 to 30 Jun 18	\$5,192.05		\$0.00
29 Apr 2019	29 Apr 2019	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 17 to 30 Jun 18		\$4,079.85	\$5,192.05 CR
3 Jul 2018	2 Jul 2018	Payment received		\$1,112.20	\$1,112.20 CR
2 Jul 2018	5 Jul 2018	EFT refund for Income Tax for the period from 01 Jul 16 to 30 Jun 17	\$724.80		\$0.00
2 Jul 2018	2 Jul 2018	Tax return Self Man Superfund - Income Tax for the period from 01 Jul 16 to 30 Jun 17		\$724.80	\$724.80 CR



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Australian Taxation Office

PAYG Instalments report 2019

Tax Agent 78600007

Last Updated 18/04/2020

TFN	Client Name	Quarter 1 (\$)	Quarter 2 (\$)	Quarter 3 (\$)	Quarter 4 (\$)	Total Instalment (\$)
983463315	THE TRUSTEE FOR THE BASTAC FAMILY SMSF	226.00	226.00	226.00	2,664.00	3,342.00

Total No of Clients: 1



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
fax 1800 550 140
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



008 339941

JA & CO PTY LTD
PO BOX 120
MULGOA NSW 2745

1 Shelley Street
Sydney, NSW 2000

account balance **\$183,532.31**
as at 31 Dec 18

account name JA & CO PTY LTD ATF
THE BASTAC FAMILY SMSF
account no. 964099444

transaction	description	debits	credits	balance
30.06.18	OPENING BALANCE			201,596.10
02.07.18	BPAY BPAY TO TAX OFFICE PAYMENTS	1,112.20		200,483.90
03.07.18	Interest REBATE OF ADVISER COMMISSION		39.99	200,523.89
05.07.18	DEPOSIT ATO ATO006000009465440		724.80	201,248.69
26.07.18	DEPOSIT ATO ATO001000009972873		500.00	201,748.69
31.07.18	Interest MACQUARIE CMA INTEREST PAID*		216.72	201,965.41
02.08.18	Interest REBATE OF ADVISER COMMISSION		42.74	202,008.15
02.08.18	BPAY BPAY TO TAX OFFICE PAYMENTS	1,873.00		200,135.15
31.08.18	Interest MACQUARIE CMA INTEREST PAID*		215.52	200,350.67
04.09.18	Interest REBATE OF ADVISER COMMISSION		42.50	200,393.17
11.09.18	DEPOSIT ALL SITES CONCRE Q4/2017-18 AB		1,330.00	201,723.17
11.09.18	DEPOSIT ALL SITES CONCRE Q4/2017-18 VR		570.00	202,293.17

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 964099444

deposits using BPay
From another bank



Bill code: 667022
Ref: 964 099 444

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JA & CO PTY LTD ATF
THE BASTAC FAMILY SMSF
account no. 964099444

	transaction	description	debits	credits	balance
11.09.18	BPAY	BPAY TO TAX OFFICE PAYMENTS	500.00		201,793.17
28.09.18	Interest	MACQUARIE CMA INTEREST PAID*		209.80	202,002.97
02.10.18	Interest	REBATE OF ADVISER COMMISSION		41.37	202,044.34
09.10.18	Funds transfer	TRANSACT FUNDS TFR TO TARRANT WANG HOLDI	2,200.00		199,844.34
19.10.18	BPAY	BPAY TO TAX OFFICE PAYMENTS	226.00		199,618.34
31.10.18	Interest	MACQUARIE CMA INTEREST PAID*		215.64	199,833.98
02.11.18	Interest	REBATE OF ADVISER COMMISSION		42.53	199,876.51
13.11.18	DEPOSIT	ALL SITES CONCRE Q1/2018-19 VR		613.32	200,489.83
13.11.18	DEPOSIT	ALL SITES CONCRE Q1/2018-19 AB		2,009.16	202,498.99
13.11.18	Funds transfer	TRANSACT FUNDS TFR TO TARRANT WANG HOLDI	4,400.00		198,098.99
13.11.18	Funds transfer	TRANSACT FUNDS TFR TO COMMERCIAL 1 GOLD	15,000.00		183,098.99
30.11.18	Interest	MACQUARIE CMA INTEREST PAID*		197.42	183,296.41
04.12.18	Interest	REBATE OF ADVISER COMMISSION		39.00	183,335.41
31.12.18	Interest	MACQUARIE CMA INTEREST PAID*		196.90	183,532.31
		CLOSING BALANCE AS AT 31 DEC 18	25,311.20	7,247.41	183,532.31

* Stepped interest rates as at 31 December 2018: balances \$0.00 to \$4,999.99 earned 0.00%; balances \$5,000.00 and above earned 1.30%

continued on next



Macquarie Cash Management Account

MACQUARIE BANK LIMITED
ABN 46 008 583 542 AFSL 237502

enquiries 1800 806 310
fax 1800 550 140
www.macquarie.com.au

GPO Box 2520
Sydney, NSW 2001



JA & CO PTY LTD
PO BOX 120
MULGOA NSW 2745

1 Shelley Street
Sydney, NSW 2000

account balance **\$41,678.40**
as at 30 Jun 19

account name JA & CO PTY LTD ATF
THE BASTAC FAMILY SMSF
account no. 964099444

transaction	description	debits	credits	balance
31.12.18	OPENING BALANCE			183,532.31
03.01.19	Interest REBATE OF ADVISER COMMISSION		38.92	183,571.23
08.01.19	Funds transfer TRANSACT FUNDS TFR TO JA AND CO PTY LTD	1.00		183,570.23
08.01.19	Funds transfer FUNDS TFR TO JA & CO PTY LTD ATF BASTAC	155,000.00		28,570.23
10.01.19	Deposit Commercial 1 GC 16/25 Industrial		250.00	28,820.23
10.01.19	BPAY BPAY TO TAX OFFICE PAYMENTS	226.00		28,594.23
29.01.19	Deposit DEPOSIT		7,333.33	35,927.56
31.01.19	Interest MACQUARIE CMA INTEREST PAID*		65.46	35,993.02
04.02.19	Interest REBATE OF ADVISER COMMISSION		13.65	36,006.67
04.02.19	BPAY BPAY TO DEFT PAYMENTS	2,062.05		33,944.62
11.02.19	Funds transfer TRANSACT FUNDS TFR TO TARRANT WANG HOLDI	1,683.52		32,261.10
28.02.19	Interest MACQUARIE CMA INTEREST PAID*		27.98	32,289.08

how to make a transaction

online
Log in to www.macquarie.com.au/personal

by phone
Call 133 275 to make a phone transaction

transfers from another bank account
Transfer funds from another bank to this account:
BSB 182 512
ACCOUNT NO. 964099444

deposits using BPay
From another bank



Bill code: 667022
Ref: 964 099 444

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JA & CO PTY LTD ATF
THE BASTAC FAMILY SMSF
account no. 964099444

	transaction	description	debits	credits	balance
01.03.19	Deposit	ALL SITES CONCRE Q2/2018-19 VR		613.32	32,902.40
01.03.19	Deposit	ALL SITES CONCRE Q2/2018-19 AB		1,852.50	34,754.90
04.03.19	Interest	REBATE OF ADVISER COMMISSION		6.34	34,761.24
29.03.19	Interest	MACQUARIE CMA INTEREST PAID*		32.84	34,794.08
29.03.19	BPAY	BPAY TO TAX OFFICE PAYMENTS	226.00		34,568.08
02.04.19	Interest	REBATE OF ADVISER COMMISSION		7.37	34,575.45
30.04.19	Interest	MACQUARIE CMA INTEREST PAID*		31.56	34,607.01
02.05.19	Interest	REBATE OF ADVISER COMMISSION		7.10	34,614.11
10.05.19	Deposit	ATO ATO001000010968131		5,192.05	39,806.16
31.05.19	Interest	MACQUARIE CMA INTEREST PAID*		36.74	39,842.90
04.06.19	Interest	REBATE OF ADVISER COMMISSION		8.13	39,851.03
13.06.19	Deposit	ATO ATO003000010709017		20.80	39,871.83
13.06.19	BPAY	BPAY TO ASIC	53.00		39,818.83
13.06.19	BPAY	BPAY TO CV LIFE	1,438.96		38,379.87
13.06.19	BPAY	BPAY TO CV LIFE	1,664.79		36,715.08
18.06.19	Deposit	ALL SITES CONCRE Q4/2018-19 AB		1,852.50	38,567.58
18.06.19	Deposit	ALL SITES CONCRE Q3/2018-19 AB		1,852.50	40,420.08
18.06.19	Deposit	ALL SITES CONCRE Q4/2018-19 VR		613.32	41,033.40
18.06.19	Deposit	ALL SITES CONCRE Q3/2018-19 VR		613.32	41,646.72
28.06.19	Interest	MACQUARIE CMA INTEREST PAID*		31.68	41,678.40

continued on next



Macquarie Cash Management Account

enquiries 1800 806 310

account name JA & CO PTY LTD ATF
THE BASTAC FAMILY SMSF
account no. 964099444

transaction	description	debits	credits	balance
	CLOSING BALANCE AS AT 30 JUN 19	162,355.32	20,501.41	41,678.40

* Stepped interest rates as at 30 June 2019: balances \$0.00 to \$4,999.99 earned 0.00%; balances \$5,000.00 and above earned 1.05%

annual interest summary 2018/2019

INTEREST PAID		1,478.26
TOTAL REBATE OF ADVISER COMMISSION	329.64	
TOTAL INCOME PAID		1,807.90

Contract for Commercial Lots in a Community Titles Scheme

5th Edition

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

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

REFERENCE SCHEDULE

Contract Date:

12/11/2018

AGENT

NAME

Commercial 1 Gold Coast Pty Ltd

REFERENCE NO: 3417473

AGENCY: 54 625 370 845

625 370 845

ADDRESS: PO Box 727

SUBURB: Ashmore City

STATE: QLD

POSTCODE: 4218

PHONE

MOBILE

FAX

EMAIL

0410 679 654

steve@commercial1gc.com.au

PARTIES

SELLER

NAME:

IAMC PTY LTD AS TRUSTEE

ADDRESS: PO BOX 2719

SUBURB: BUFILEIGH BC

STATE: QLD

POSTCODE: 4226

PHONE

MOBILE

FAX

EMAIL

699

NAME:

ADDRESS:

SUBURB

STATE

POSTCODE

PHONE

MOBILE

FAX

EMAIL

699

SELLER'S SOLICITOR

NAME:

AUSTRALIAN LEGAL AND MIGRATION

OFF

CONTACT

AMANDA LAWRENCE

ADDRESS: LEVEL 15 CORPORATE CENTRE ONE

2 CORPORATE COURT

SUBURB: BIRDALE

STATE: QLD

POSTCODE: 4032

PHONE

MOBILE

FAX

EMAIL

07 5667 7510

0407 187 857

amanda@alml.com.au

INITIALS

✓

BUYER

NAME:

TAX CO PTY LTD ATF BASTAG FAMILY TRUST

ADDRESS: 40 BOX 120

SUBURB: MULGOA

PHONE:

MOBILE:

FAX:

EMAIL:

STATE: NSW

POSTCODE: 2746

NAME:

AVJA PROPERTY PTY LTD

ADDRESS: 18 FARM ROAD

SUBURB: MULGOA

PHONE:

MOBILE:

FAX:

EMAIL:

STATE: NSW

POSTCODE: 2746

0403 275 752

VERONIKARAKIC@GMAIL.COM

BUYER'S SOLICITOR

NAME:

YOON TWINING LAWYERS

REF:

CONTACT:

SANDRA YOON

ADDRESS: SHOP 62, 427-441 VICTORIA AVENUE

SUBURB: CHATSWOOD

PHONE:

MOBILE:

FAX:

EMAIL:

STATE: NSW

POSTCODE: 2007

02 9904 7211

02 9904 7299

YTLAWYERS@OZEMAIL.COM.AU

PROPERTY

Lot Address: DNIT 16

25 INDUSTRIAL AVENUE

Suburb: MCKENDINAR

Description: Lot 16

on ☐ BUP ☐ GTP ☒ SP 293200

STATE: QLD

POSTCODE: 4214

Scheme: MANCAVE PLACE 2

Community Titles Scheme: 86279

Title Reference: 51103983


Local Government: GOLD COAST CITY COUNCIL

Present Use:

WAREHOUSE

Excluded Fixtures: NIL

Included Chattels: NIL

INITIALS: 

PRICE

Purchase Price: \$ 410,000

Deposit: \$ 15,000 Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

ON EXECUTION OF CONTRACT BY BOTH PARTIES

Balance Deposit (if any) payable on:

Deposit Holder: COMMERCIAL 1 GOLD COAST PTY LTD TRUST ACCOUNT

Deposit Holder's Trust Account BANK: NAB

BSB: 055 004 917

ACCOUNT NO: 957954547

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: \$ SUFFICIENT TO COMPLETE Unless all of Finance Amount, Finance Date and Finance Date are completed, this contract is not subject to finance and clause 4 does not apply.

Financier: BANK OR FINANCIAL INSTITUTION OF BUYER'S CHOICE Finance Date: On or before 21 days from contract

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: Nil

If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4 does not apply.

MATTERS AFFECTING PROPERTY**Title Encumbrances:**

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

WARNING TO SELLER

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

ADDITIONAL BODY CORPORATE INFORMATION

Interest Schedule Lot Entitlement of Lot: 49

Aggregate Interest Schedule Lot Entitlement: 1000

Contribution Schedule Lot Entitlement of Lot: 10

Aggregate Contribution Schedule Lot Entitlement: 225

INSURANCE POLICIES

Insurer: ALLIANZ AUSTRALIA

Policy No: 1A2AN0367C000

Building: \$6,107,450

Public Liability: \$20,000,000

Other: SEE ATTACHED DISCLOSURE STATEMENT

INITIALS

EP004 09/18

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Page 2 of 19

NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

- ☒ 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 and/or
- ☐ is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

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

GST TABLE

GOODS AND SERVICES TAX - WARNING

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

Notes to Completion:

- A. Only 1 box in the selected item must be marked.
- B. If the Yes box in item GST 1 is marked:
- items GST2 and GST3 must not be marked;
 - despite any markings of items GST2 and GST3, clauses 11.4, 11.5 and 11.6 do not apply.
- C. If the Yes box in item GST2 is marked:
- item GST1 and GST3 must not be marked;
 - despite any marking of items GST1 and GST3, clauses 11.4, 11.5 and 11.7 do not apply.

GST1 GOING CONCERN

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

Is this a sale of a Going Concern?

Yes ☒

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

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

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

GST2 MARGIN SCHEME

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

Yes ☐

If Yes, clause 11.6 (Margin Scheme) applies.

Otherwise clause 11.6 (Margin Scheme) does not apply.

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

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

GST3 INCLUSIVE OR EXCLUSIVE PURCHASE PRICE

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

Does the Purchase Price include GST?

Mark 1 box only

Yes ☐

No ☐

If Yes, clause 11.4 (Purchase Price includes GST) applies.

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

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

GST WITHHOLDING OBLIGATIONS

Buyer Warranty

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

(select whichever is applicable)

☒ Yes

☐ No

[Note: If the Buyer selects [No] the Seller may be required to give a notice under section 14.255 of the Withholding Tax prior to settlement.]

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

INITIALS _____

EF004 06/18

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Revised 2018

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COMMERCIAL TENANCY SCHEDULE*

*Attach further Schedules if insufficient space.

LEASE 1

Name of Tenant: STRIPE PTY LTD
Use: Office/warehouse/show room Location/Tenancy No: THE WHOLE OF THE LOT
Area of Tenancy (m² approx): 290m² Current Rent per Annum \$ 40,000 + GST
☒ inclusive of outgoings ☐ exclusive of outgoings
Current Commencement Date: 27 October 2018 Current Term: 2 YEARS
Remaining Options: Option 1 Term: 1 years
Option 2 Term: 1 years
Option 3 Term: 1 years
Tenant Car Park: No: 1 Rate \$ 1 per ☐ annum ☐ month

LEASE 2

Name of Tenant:
Use: Location/Tenancy No:
Area of Tenancy (m² approx): Current Rent per Annum:
☐ inclusive of outgoings ☐ exclusive of outgoings
Current Commencement Date: Current Term:
Remaining Options: Option 1 Term: years
Option 2 Term: years
Option 3 Term: years
Tenant Car Park: No: Rate \$ per ☐ annum ☐ month

SERVICE AGREEMENT SCHEDULE*

*Attach further Schedules if insufficient space.

CONTRACT 1

Contractor:
Service performed:
Cost: \$ per ☐ annum ☐ quarter ☐ month

CONTRACT 2

Contractor:
Service performed:
Cost: \$ per ☐ annum ☐ quarter ☐ month

CONTRACT 3

Contractor:
Service performed:
Cost: \$ per ☐ annum ☐ quarter ☐ month

INITIALS

SELLER'S DISCLOSURE

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

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

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

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

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

(b) ACTUAL CONTINGENT OR EXPECTED LIABILITIES OF BODY CORPORATE

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

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

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

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

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

(e) PROPOSED BODY CORPORATE RESOLUTIONS (CLAUSE 8.4)

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

INITIALS *[Signature]*

INITIALS

MA

Deposit Holder
I, the undersigned, having received the final deposit and agrees to hold the same until and until the deposit is repaid to the deposit holder as provided in the contract.

Buyer
By signing my signature above, I warrant that I am the Buyer named in the following schedule or authorized by the Buyer to sign.
Witness: I have no objection to the Buyer signing the contract.

Buyer
Witness: [Signature]
Seller
By signing my signature above, I warrant that I am the Seller named in the following schedule or authorized by the Seller to sign.
Witness: I have no objection to the Seller signing the contract.

SIGNATURES
Seller: [Signature]
Witness: [Signature]
Buyer: [Signature]
Witness: [Signature]

Settlement
Settlement Date: 18 December 2018
Place for Settlement: GOLD COAST
On the last Business Day prior to the date for settlement, the Buyer shall pay to the Seller the sum of \$10,000.00 (Ten thousand dollars) as a deposit for the purchase of the property.

SPECIAL CONDITIONS
1. This Contract contains the entire agreement between the parties, and there are no other conditions, agreements, representations or warranties. The Buyer acknowledges that the Buyer has not been induced to enter into this Contract by any representations (whether oral or in writing) by the Seller or any person in agent of the Seller which is not set out in this Contract.
2. This Contract may be entered into by and becomes binding on the parties named in the Contract upon the party signing the Contract that has been signed by the other party for purchase or for transfer of the property and the Seller shall provide a facsimile copy of the Contract to the other party upon the parties agree to settle.
3. When, through the fact of the day for completion, the parties cannot carry out the necessary steps to complete the purchase, the parties shall be deemed to have agreed that the parties shall complete the purchase and that the parties shall be deemed to have agreed that the parties shall complete the purchase.
4. The contract is subject to and condition on the buyer being satisfied with the findings within 21 days from the date of completion of the purchase. If the buyer is not satisfied with the findings within 21 days from the date of completion of the purchase, the contract shall be deemed to be void and the parties shall be deemed to have agreed that the parties shall complete the purchase.
5. The contract is subject to the terms of the contract and the parties shall be deemed to have agreed that the parties shall complete the purchase.

The REIQ Terms of Contract for Commercial Lots in a Community Titles Scheme (Pages 8-19) Sixth Edition Contain the Terms of this Contract

TERMS OF CONTRACT

L'E

(1) **Terms in bold in the Reference Schedule and the Disclosure Statement have the meanings shown otherwise; and**

(a) **"ATO"** means the Australian Taxation Office;

(b) **"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;

(c) **"Balance Purchase Price"** means the Purchase Price, less the Deposit, adjusted under clause 2.5;

(d) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);

(e) **"Body Corporate"** means the body corporate of the Scheme;

(f) **"Body Corporate Debt"** has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;

(g) **"Body Corporate Levies"** means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;

(h) **"Bond"** includes any security for payment of Rent or other monies or performance of any obligation pursuant to any Lease;

(i) **"Building"** means any building that forms part of the Lot or in which the Lot is situated;

(j) **"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);

(k) **"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 referred to in the Commercial Tenancies Schedule and any additional tenancies granted by the Seller with the Buyer's consent under clause 10.6(1)(a);

(l) **"Commercial Tenancies Documents"** means all agreements, deeds of covenant and other documents relating to the Commercial Tenancies;

(m) **"Contractor Date"** or **"Date of Contract"** means the date inserted in the Reference Schedule;

(n) **"Contractor"** means any party performing services under a Service Agreement;

(p) **"Court"** includes any tribunal established under statute;

(q) **"Disclosure Statement"** means the statement under section 206 (existing lot) or section 213 (proposed lot) of the *Body Corporate and Community Management Act 1997*.

- (r) "Electronic Signature" means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) "Encumbrances" includes:
- (i) unregistered encumbrances
- (ii) statutory encumbrances; and
- (iii) Security Interests.
- (t) "Essential Term" includes, in the case of breach by:
- (i) the Buyer; clauses 2.1, 2.4(1), 2.4(5), 5.1 and 6.1; and
- (ii) the Seller; clauses 2.4(5), 5.1, 5.3(1)(a) - (d), 5.3(1)(e)(i) & (ii), 5.7 and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (u) "Exclusive Use Areas" means parts of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (v) "Financial institution" means a Bank, building society or credit union;
- (w) "GST" means the goods and services tax under the GST Act;
- (x) "GST Act" means A New Tax System (Goods and Services Tax) Act and includes other GST related legislation;
- (y) "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;
- (z) "Improvements" means fixed structures in the Lot (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (aa) "ITAA" means the Income Tax Assessment Act 1936 ("1936 Act") and the Income Tax Assessment Act 1997 ("1997 Act"), or if a specific provision is referred to, the Act which contains the provision, however if a specific provision of the 1936 Act is referred to which has been replaced by a provision of the 1997 Act, the reference must be taken to be to the replacement provision;
- (bb) "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;
- (cc) "Land" means the scheme land for the Scheme
- (dd) "Outgoings" means:
- (i) rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies);
- (ii) land tax; and
- (iii) Body Corporate Levies;
- (ee) "PPSR" means the Personal Property Securities Register established under the Personal Property Securities Act 2009 (Cth);
- (ff) "Property" means:
- (i) the Lot;
- (ii) the right to any Exclusive Use Areas;
- (iii) the improvements;
- (iv) the included Chatter;

- (gg) "Regulation Module" means the regulation module for the Scheme;
- (hh) "Rent" means any periodic amount, including outgoings, payable under the Tenancies;
- (ii) "Reserved Items" means the Excluded Fixtures and all chattels in the Lot and Exclusive Use Areas other than the Included Chattels;
- (jj) "Scheme" means the community titles scheme containing the Lot;
- (kk) "Security Interests" means all security interests registered on the PSR over Included Chattels and Improvements;
- (ll) "Service Agreement" means any agreement between the Seller and another party in connection with services performed for the benefit of the Property and set out in the Service Agreement Schedule;
- (mm) "Service Agreement Documents" means the Service Agreements and all other documents relating to the Service Agreements;
- (nn) "Site Value" means:
- (i) in the case of non-rural land, site value under the Land Valuation Act 2010; or
- (ii) in the case of rural land, the unimproved value of the land under the Land Valuation Act 2010;
- (oo) "Special Contribution" means an amount levied by the Body Corporate under the Regulation Module for a liability for which no provision or adequate provision has been made in the budget of the Body Corporate;
- (pp) "Tenant" means a Tenant under the Commercial Tenancies;
- (qq) "Transfer Documents" means:
- (i) the form of transfer under the Land Title Act 1994 required to transfer title in the Lot to the Buyer; and
- (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (r) "Transport Infrastructure" has the meaning defined in the Transport Infrastructure Act 1994; and
- (ss) "Withholding Law" means Schedule 1 to the Taxation Administration Act 1953 (Cth).
- 1.2 Words and phrases defined in the Body Corporate and Community Management Act 1997 have the same meaning in this contract unless the context indicates otherwise.
2. PURCHASE PRICE
- 2.1 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 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 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.
- 2.4 Payment of Balance Purchase Price
- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4: (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 2.4(2)(b) on the Settlement Date.
- 2.2 Investment of Deposit
- (1) If:
- (a) the Deposit Holder is instructed by either the Seller or the Buyer, and
- (b) it is lawful to do so;
- (c) invest as much of the Deposit as has been paid the Deposit Holder must:
- (i) with any Financial Institution in an interest-bearing account in the names of the parties; and
- (ii) provide the parties' tax file numbers to the Financial Institution (if they have been supplied).
- (2) If there is income from the investment of the Deposit in respect of any financial year to which no beneficiary is presently entitled for the purpose of Division 6 of Part III of ITAA as at 30 June of that financial year:
- (a) the parties must pay to the Deposit Holder the tax assessed to it in respect of that income (other than tax in the nature of a penalty for late lodgement ("Penalty") which the Deposit Holder must bear itself) and all expenses of the Deposit Holder in connection with the preparation and lodgement of the tax return, payment of the tax, and furnishing to the parties the information and copy documents they reasonably require;
- (b) if the tax (other than Penalty) and the Deposit Holder's expenses are not paid to the Deposit Holder on demand, it may deduct them from the Deposit and income;
- (c) if tax is not assessed on the income when the Deposit and income are due to be paid to the party entitled, the Deposit Holder may deduct and retain its estimate of the assessment; and
- (d) as between the parties, the tax must be paid by the party receiving the income on which the tax is assessed, and the Deposit Holder's expenses.
- 2.3 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.
- 2.4 Payment of Balance Purchase Price
- (1) On the Settlement Date, the Buyer must pay the Balance Purchase Price by Bank cheque as the Seller or the Seller's Solicitor directs.
- (2) Despite any other provision of this contract, reference to a "Bank cheque" in clause 2.4: (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 2.4(2)(b) on the Settlement Date.

- (3) If both of 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 2.4(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 2.4(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 input tax credit unless:
- (a) the Property includes items in addition to the Lot and improvements; and
 - (b) no later than 2 Business Days prior to the Settlement Date, the Seller gives the Buyer a valuation of the Lot and improvements prepared by a registered valuer, in which case the market value of the Lot and improvements will be as stated in the valuation.
- (5) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
- (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law; prior to settlement the Buyer must lodge with the ATO:
 - (i) a GST Property Settlement Withholding Notification form ("Form 1"); and
 - (ii) a GST Property Settlement Date Confirmation form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.

- (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 2.5(3), 2.5(4), 2.5(5), 2.5(6), 2.5(7), 2.5(15) and 2.5(18), Outgoings for periods including the Settlement Date must be adjusted:
- (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
- (i) on the amount the relevant authority or the Body Corporate advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest assessment (excluding any discount).
- (3) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
- (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the interest schedule lot entitlement of the Lot to the aggregate interest schedule lot entitlement of the Scheme; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (4) Land tax must be adjusted:
- (a) on the assessment that the Office of State Revenue would issue for the land tax year current at the Settlement Date if the Seller was one natural person resident in Queensland and the Lot was the Seller's only land; or
 - (b) based on the assumptions in clause 2.5(4)(a), if there is no separate Site Value for the Lot, on a national Site Value equal to:
- | Interest schedule lot entitlement of Lot | Site Value of the Land | Aggregate interest schedule lot entitlement of Lot |
|--|------------------------|--|
| x | | |
- Settlement Date for the purposes of clause 2.5(2). clause, then land tax will be treated as paid at the State Revenue, if an amount is deducted under this settlement and must pay it promptly to the Office of State Revenue, then the Buyer may deduct the specified amount from the Balance Purchase Price at final clearance for the Lot on payment of a specified amount, then the Buyer must pay it to the Office of State Revenue, then land tax will be treated as paid at the Settlement Date for the purposes of clause 2.5(2).
- 2.5 Adjustments to Balance Purchase Price
- Withholding Obligations are true and correct.
- (6) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.
 - (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.
 - (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

- (6) 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.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then the Buyer may deduct the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority or the Body Corporate, as appropriate. If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purpose of clause 2.5(2).
- (8) Arrears of Rent for any rental period ending on or before the Settlement Date belong to the Seller and are not adjusted at settlement.
- (9) Unpaid Rent for the rental period including both the Settlement Date and the following day ("Current Period") is not adjusted until it is paid.
- (10) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (11) 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 2.5(8), 2.5(9), 2.5(10) and 2.5(11).
- (12) Payments under clause 2.5(11) 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.
- (13) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- The Buyer is liable for any Special Contribution levied after the Contract Date.
- (14) If an amount payable by the Seller under clause 2.5(13) is unpaid at the Settlement Date, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (15) For the purposes of clause 2.5(13), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.
- (16) The cost of Bank cheques payable at Settlement to the Seller or its mortgagee are the responsibility of the Buyer; and
- (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.
- (17) 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.
- (18) 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 2.5.
- If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable 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.
- 4. BUILDING AND PEST INSPECTION REPORTS**
- 4.1 This contract is conditional on the Buyer obtaining a written building report and a written pest report (which may be a single report) on the Property by the Inspector 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).
- 4.2 The Buyer must give notice to the Seller that:
- (1) a satisfactory report under clause 4.1 has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
- (2) clause 4.1 has been either satisfied or waived by the Buyer.
- 4.3 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.
- 4.4 The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2 by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 4.5 The Seller's right under clause 4.4 is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2.
- 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.

Handwritten signature

INITIALS (To be completed by the Buyer's Solicitor)

- 5.6 Indemnity**
- The Buyer indemnifies the Seller in respect of claims by Tenants for the return of Bonds held or controlled by the Seller before settlement which are dealt with under clause 5.5 of this contract.
- 5.7 Possession of Property and Title to Included Chattels**
- On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and Exclusive Use Areas except for the Tenancies. Title to the Included Chattels passes at settlement.
- 5.8 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 5.8(2) or 5.8(3).
- 6. TIME**
- Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement.
- 6.1**
- 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 Natural Disaster 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 Natural Disaster 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 Natural Disaster, 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;
 - (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; and
 - (c) that time is of the essence.

- 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.
 - (3) 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 Lot required to register the transfer to the Buyer; and
 - (b) unimpaired 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 Commercial Tenancies or Service Agreements:
 - (i) the Seller's copy of any Commercial Agreements;
 - (ii) Tenancy Documents or Service Agreement Documents;
 - (iii) a notice to each Tenant and Contractor advising of the sale and assignment of rights under this contract in the form required by law (if applicable); and
 - (iv) any notice required by law to transfer to the Buyer the Seller's interest in any Bond.
 - (2) If the Keys are not delivered at Settlement under clause 5.3(1)(d), the Seller must deliver the Keys to the Buyer. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- 5.4 Assignment of Covenants and Warranties**
- At Settlement, the Seller assigns to the Buyer, the benefit of all:
- (1) covenants by the Tenant under the Commercial Tenancies;
 - (2) guarantees and Bonds supporting the Commercial Tenancies;
 - (3) the Seller's rights under the Service Agreements;
 - (4) manufacturers' warranties for the Included Chattels; and
 - (5) builders' warranties on the improvements.
- to the extent that they are assignable and the Buyer accepts the assignment. However, the right to recover areas of Rent is not assigned to the Buyer and section 117 of the Property Law Act 1974 does not apply.
- 5.5 Bonds**
- On settlement, the Seller will:
- (1) allow a deduction from the Balance Purchase Price any Bond received by the Seller from any Tenant and held by the Seller;
 - (2) transfer control to the Buyer over any trust account or fund held on trust for Tenants as Bond; and
 - (3) assign to the Buyer, Bank guarantees held in respect of any Tenant as a Bond. If any Bank guarantee is not assignable, the Seller will enforce the guarantee at the written direction and expense of the Buyer for the Buyer's benefit.

- (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) "Natural Disaster" means a tsunami, flood, cyclone, earthquake, bushfire or other act of nature;
- (c) "Settlement Obligations" means, in the case of the Buyer, its obligations under clauses 2.4(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 5.7;
- (d) "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 Natural Disaster.
- 7. MATTERS AFFECTING THE PROPERTY**
- 7.1 Title**
- The Lot is sold subject to the Body Corporate and Community Management Act 1997 and the by-laws of the Body Corporate.
- 7.2 Encumbrances**
- The Property is sold free of all Encumbrances other than the Title Encumbrances, Tenancies, statutory easements implied by part 6A of the Land Title Act 1994 and interests registered on the common property for the Scheme.
- 7.3 Requisitions**
- The Buyer may not deliver any requisitions or enquiries on title.
- 7.4 Seller's Warranties**
- (1) The Seller warrants that, except as disclosed in this contract, at settlement:
- (a) it will be the registered owner of an estate in fee simple in the Lot and will own the improvements and included Chateaux;
- (b) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
- (c) there will be no unsatisfied judgment, order (except for an order referred to in clause 7.6(1)(b)) or writ affecting the Property.
- (2) The Seller warrants that, except as disclosed in this contract, at the Contract Date and at settlement there are no current or threatened claims, notices or proceedings that may lead to a judgment, order or writ affecting the Property.
- (3) The Seller warrants that, except as disclosed in this contract, at the Contract Date:
- (a) there is no unregistered lease, easement or other right capable of registration and which is required to be registered to give indefeasibility affecting the common property or Body Corporate assets;
- (b) there is no proposal to record a new community management statement for the Scheme and it has not received a notice of a meeting of the Body Corporate to be held after the Contract Date or notice of any proposed resolution or a decision of the Body Corporate to consent to the recording of a new community management statement for the Scheme;

- (c) all Body Corporate consents to improvements made to common property and which benefit the Lot, or the registered owner of the Lot, are in force; and
- (d) the Additional Body Corporate Information is correct (if completed).
- (4) If the Seller breaches a warranty in clause 7.4(1) or clause 7.4(2), the Buyer may terminate this contract by notice to the Seller.
- (5) If:
- (a) the Seller breaches a warranty in clause 7.4(3); or
- (b) the Additional Body Corporate Information is no completed;
- and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given with 14 days after the Contract Date but may not claim damages or compensation.
- (6) Clauses 7.4(4) and 7.4(5) do not restrict and statutory rights the Buyer may have which cannot be excluded by this contract.
- (7) (a) The Seller warrants that, except as disclosed in this contract or a notice is 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 Lot; and
- (ii) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of EPA.
- (b) If the Seller breaches a warranty in clause 7.4(7), the Buyer may:
- (i) terminate this contract by notice in writing to the Seller given no later than 2 Business Days before the Settlement Date; or
- (ii) complete this contract and claim compensation, but only if the Buyer claims it in writing before the Settlement Date.
- (8) The Seller does not warrant that the Present Use is lawful.
- 7.5 Survey and Mistake**
- (1) The Buyer may survey the Lot.
- (2) If there is:
- (a) an error in the boundaries or area of the Lot; or
- (b) an encroachment by structures onto or from the Lot; or
- (c) a mistake or omission in describing the Lot or the Seller's title to it;
- which is:
- (d) immaterial; or
- (e) material, but the Buyer elects to complete this contract
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (3) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(2).
- (4) If there is a material error, encroachment or mistake the Buyer may terminate this contract before settlement.

7.6 Requirements of Authorities

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

7.7 Property Adversely Affected

- (1) If at the Contract Date:
 - (a) the Present Use is not lawful under the relevant town planning scheme;
 - (b) the Land is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Land;
 - (c) access or any service to the Land passes unlawfully through other land;
 - (d) any competent authority has issued a current notice to treat, or notice of intention to resume, regarding any part of the Land;
 - (e) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(c);
 - (f) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List;
 - (g) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*; or
 - (h) there is a charge against the Lot under section 104 of the *Foreign Acquisitions and Takeovers Act 1975*,

and that has not been disclosed in this contract, the Buyer may terminate this contract by notice to the Seller given on or before settlement.

- (2) If no notice is given under clause 7.7(1), the Buyer will be treated as having accepted the Property subject to all of the matters referred to in that clause
- (3) The Seller authorises the Buyer to:
 - (a) inspect records held by any authority, including Security Interests on the PPSR, relating to the Property or the Lot; and
 - (b) apply for a certificate of currency of the Body Corporate's insurance from any insurer.

7.8 Dividing Fences

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

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

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

8.2 Access

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

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

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Commercial 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 prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer to perform.

8.4 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this Contract by Notice in writing to the Seller given before settlement if it is materially prejudiced by:
 - (a) any resolution of the Body Corporate passed after the Contract Date, other than a resolution, details of which are disclosed to the Buyer in this Contract; or
 - (b) where the Scheme is a subsidiary scheme, any resolution of a body corporate of a higher scheme.

INITIALS (Date, initials and signature of agent/agent's Representative)



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INITIALS

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- 9.4 If Seller Terminates
- (1) 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 interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.
- 9.5 If Buyer Terminates
- (1) 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;
- (3) 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.
- 9.6 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. COMMERCIAL TENANCIES
- 10.1 Seller's Statement
- (1) Within a reasonable time after written request by the Buyer, the Seller must give the Buyer:
- (a) a statement of Outgoings which cannot be discovered by search; and
- (b) a notice under section 262A(4A) of ITAA (if applicable to the Property).
- (2) The Seller must update the statement if the Seller becomes aware that it has become inaccurate in a material respect.

- 8.5 Information Regarding the Property
- (1) 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 date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR.
- 8.6 Possession Before Settlement
- If possession is given before settlement:
- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
- (a) create a relationship of landlord and tenant; or
- (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.
- 8.7 Seller's Obligations After Contract Date
- (1) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work on the Property, give a copy to the Buyer.
- (2) After the Contract Date, the Seller must not without written consent of the Buyer, give any notice, seek or consent to any order or make an agreement that affects the Property.
9. PARTIES' DEFAULT
- 9.1 Seller and Buyer May Affirm or Terminate
- Without limiting any other right or remedy of the parties including those under this contract, or any right at common law, 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.

The Buyer may terminate this contract by notice in writing to the Seller if a warranty contained in clause 10.3 is inaccurate and the Buyer is materially prejudiced by that inaccuracy.

10.4 Inaccuracies

- (a) as far as the Seller is aware the Seller has complied with the Retail Shop Leases Act 1994 in relation to the Commercial Tenancy;
- (b) there is no existing or renewed retail tenancy dispute in relation to a Commercial Tenancy;
- (c) there are no mediation agreements, proceedings or orders in existence under the Retail Shop Leases Act 1994 in respect of a Commercial Tenancy;
- (d) no Tenant has notified the Seller requesting a right to renew any Commercial Tenancy for a further period; and
- (e) no Tenant has made a claim against the Seller for compensation for loss or damage suffered by the Tenant under sections 43, 45C or 46K of the Retail Shop Leases Act 1994 and there are no circumstances existing to the Seller's knowledge which might give rise to a claim for compensation.

- (1) The Seller warrants that the statement and notice will be accurate at the Settlement Date.
- 10.2 Commercial Tenancies and Service Agreements The Seller states that details of all Commercial Tenancies and Service Agreements affecting the Property are disclosed in the Commercial Tenancy Schedule and Service Agreement Schedule respectively.
- 10.3 Commercial Tenancy Warranties The Seller warrants that, except as disclosed in this contract, the following are correct at the Contract Date:
 - (1) details of the Commercial Tenancies set out in the Commercial Tenancy Schedule;
 - (2) each of the Commercial Tenancies is valid and subsisting;
 - (3) no Tenant is in arrears with the payment of any Rent or other money payable under any Commercial Tenancy;
 - (4) there is no subsisting breach of a provision of any Tenancy Document;
 - (5) there is no notice or correspondence between the Seller and any Tenant relating to Rent review or the exercise of an option for renewal;
 - (6) for each Commercial Tenancy, the relevant Commercial Tenancy Documents constitute the entire agreement between the Seller and each Tenant and there is no written, oral or other agreement between the Seller and any Tenant varying the terms of a Commercial Tenancy or granting any additional option for renewal of the term of any Commercial Tenancy;
 - (7) no Tenant received any incentive or inducement to enter into its initial or current Commercial Tenancy; there is no pending litigation or arbitration between the Seller and any Tenant arising out of any of the Commercial Tenancies; and
 - (9) if any Commercial Tenancy is a retail shop lease within the meaning of the Retail Shop Leases Act 1994

- (3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:
 - (a) serve on the Tenant a notice of breach of covenant if required by law;
 - (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).
- (2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before Settlement:
 - (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
 - (b) the Buyer must co-operate with the Seller in dealing with the application;
 - (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
 - (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
 - (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.
- (1) Unless it would breach a provision of, or waive or prejudice the Seller's rights under, a Commercial Tenancy, the Seller must not, after the Contract Date:
 - (a) deal with the Property or any of the Commercial Tenancies without the Buyer's consent (which must not be unreasonably withheld);
 - (b) accept a surrender of any Commercial Tenancy;
 - (c) consent to a transfer of any Commercial Tenancy;
 - (d) terminate any Commercial Tenancy;
 - (e) consent to any request by a Tenant to grant or agree to grant a new Commercial Tenancy of any part of the Property or an extension of a Commercial Tenancy other than where a Tenant validly exercises an option in a Commercial Tenancy; or
 - (g) initiate or negotiate a Rent review or respond to any Rent review notice from a Tenant.
- (2) If any Tenant seeks the Seller's consent under a Commercial Tenancy before Settlement:
 - (a) the Seller must inform the Buyer and give the Buyer a copy of any written material received from the Tenant;
 - (b) the Buyer must co-operate with the Seller in dealing with the application;
 - (c) the Buyer must inform the Seller whether it agrees to the Seller giving consent and any conditions which should be imposed by the Seller;
 - (d) the Buyer must not withhold or delay its agreement to the Seller giving consent except on reasonable grounds which must be indicated in writing to the Seller; and
 - (e) the Seller must not give its consent to any Tenant without having first obtained the Buyer's agreement to do so in accordance with this clause.
- (3) If any Tenant defaults in the payment of Rent, the Seller must promptly inform the Buyer in writing. The Buyer may require the Seller to do either or both of the following actions at the Seller's expense:
 - (a) serve on the Tenant a notice of breach of covenant if required by law;
 - (b) terminate the Commercial Tenancy by physical re-entry (subject to the provisions of the Commercial Tenancy).

10.6 Dealings with Commercial Tenancies

- (1) The Seller must produce to the Buyer's Solicitor within 7 days after the Contract Date copies of all Agreements.
- (2) If the Seller does not deliver the Commercial Tenancy Documents when required under clause 10.5(1), the Buyer may terminate this contract by notice to the Seller given no later than 14 days after the Contract Date.
- (3) If the Buyer is not satisfied with the terms of the Commercial Tenancies, it may terminate this contract by notice to the Seller given no later than 7 days after the Buyer's receipt of the Commercial Tenancy Documents.
- (4) If no notice is given under this clause 10.5, the Buyer will be treated as having accepted the Commercial Tenancies and all matters referred to in the Commercial Tenancy Documents.

- (4) The Seller must give the Buyer copies of any documents relating to the Commercial Tenancies that come within the control or possession of the Seller between the Contract Date and Settlement.

10.7 Service Agreements

- (1) The Seller:
- (a) may terminate any Service Agreement which is not capable of assignment (subject to the provisions of the relevant Service Agreement); and
 - (b) indemnifies the Buyer against claims under the Service Agreements prior to the Settlement Date.
- (2) The Buyer:
- (a) assumes the obligations of the Seller under those Service Agreements which are assigned until their termination; and
 - (b) indemnifies the Seller against claims under Service Agreements after the Settlement Date.
- (3) If:
- (a) the Seller cannot terminate a Service Agreement; or
 - (b) the Seller's rights under a Service Agreement cannot be assigned or are not effectively assigned to the Buyer;

the Seller must enforce that Service Agreement at the direction of the Buyer for the Buyer's benefit.

10.8 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 may be signed using an Electronic Signature.

11. GOODS AND SERVICES TAX

11.1 Definitions

Words and phrases defined in the GST Act have the same meaning in this Contract unless the context indicates otherwise.

11.2 GST Table

The GST Table and the notes in it are part of this clause 11.

11.3 Taxable Supply

This clause 11 applies where the transaction is:

- (1) a Taxable Supply; or
- (2) not a Taxable Supply because it is the Supply of a Going Concern.

11.4 Purchase Price Includes GST

If this clause 11.4 applies, the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

11.5 Purchase Price Does Not Include GST

If this clause 11.5 applies, the Purchase Price does not include the Seller's liability for GST on the Supply of the Property. The Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

11.6 Margin Scheme

Warning: The Seller is warranting that the Margin Scheme can apply. If in doubt about using the Margin Scheme you should seek professional advice.

If this clause 11.6 applies:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller or account of GST on the Supply of the Property;
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied.
- (3) if the Seller breaches clause 11.6(2)(a) or its warranty under clause 11.6(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 11.6(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller if there is a breach of clause 11.6(2).

11.7 If the Supply is a Going Concern

Warning: The parties are providing certain warranties under this clause. If there is doubt about whether there is a Supply of a Going Concern you should seek professional advice.

If this clause 11.7 applies:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 11.7(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller if there is a breach of the warranty.

INITIALS (If the parties are not required to sign with Electronic Signatures)

[Handwritten signature]

- (6) if the warranty in clause 11.7(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately on demand.

11.8 Adjustments

Where this Contract requires an adjustment or apportionment of Outgoings or Rent and profits of the Property, that adjustment or apportionment must be made on the amount of the Outgoing, Rent or profit exclusive of GST.

11.9 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date.

11.10 No Merger

To avoid doubt, the clauses in this clause 11 do not merge on settlement.

11.11 Remedies

The remedies provided in clauses 11.6(3), 11.7(5) and 11.7(6) are in addition to any other remedies available to the aggrieved party.

12. GENERAL

12.1 Agent

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

12.2 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*.

12.3 Duty

The Buyer must pay all duty on this contract.

12.4 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the facsimile number of the other party or its solicitor stated in the Reference Schedule (or another facsimile number notified by the recipient to the sender); or
 - (c) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 12.4(5), a notice given after this contract is entered into in accordance with clause 12.4(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 12.4(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 12.4(3)(c) and clause 13.2 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.

12.5 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.

12.6 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.

12.7 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.

12.8 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.

12.9 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.

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

12.10 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.

13. ELECTRONIC CONTRACT AND DISCLOSURE

13.1 Electronic Signing

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

13.2 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.





Statement

ABN: 20 969 323 314

Anibor Pty Ltd ATF The Burgess Unit Trust

29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

3 Jul 18

Statement to

1 Jul 19

Page number

1 of 1

Details

GST

Expenses

Income

Balance

16 /25 Industrial Avenue Molendinar

Rent

4

\$23,928.76

\$23,928.76

Management Fees

★

\$810.50

\$23,118.26

Total for property

\$810.50

\$23,928.76

\$23,118.26

Total income includes GST of \$2,175.34

Total expenses includes GST of \$73.68

* indicates taxable supply



29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

Statement to

28 Feb 2019

Statement number

1

2019	Details	Debit	Credit	Balance
	Balance brought forward			\$0.00
	16 /25 Industrial Avenue, Molendinar			
	Strife Pty Ltd; \$3,666.66 per month; Paid to: 26 Feb 2019			
	2937 * Invoice #25303, Rent from 27/01/2019 to 26/02/2019		\$3,666.66	\$3,666.66
	3132 * Invoice #25302, Rent from 11/01/2019 to 26/01/2019		\$1,928.80	\$5,595.46
28 Feb	* Management Fees	\$223.82		\$5,371.64
15 Feb	5122 Payment to owner (AVJA Property Pty Ltd) (JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)	\$3,519.99		\$1,851.65
28 Feb	5312 Payment to owner (AVJA Property Pty Ltd) (JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)	\$1,851.65		\$0.00
	Totals at end of period	\$5,595.46	\$5,595.46	\$0.00

Total income on this tax invoice includes GST of \$508.68

Total expenses on this tax invoice includes GST of \$20.34

Your contact: Jessica Morgan

Phone:

* indicates taxable supply



29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

28 Feb 2019

Statement to

21 Mar 2019

Statement number

2

2019	Details	Debit	Credit	Balance
	Balance brought forward			\$0.00
	<u>16 /25 Industrial Avenue, Molendinar</u>			
	Strife Pty Ltd; \$3,666.66 per month; Paid to: 26 Mar 2019			
3536	* Invoice #25522, Rent from 27/02/2019 to 26/03/2019		\$3,666.66	\$3,666.66
	* Management Fees	\$146.67		\$3,519.99
5839	Payment to owner (AVJA Property Pty Ltd) (JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)	\$3,519.99		\$0.00
	Totals at end of period	\$3,666.66	\$3,666.66	\$0.00

Total income on this tax invoice includes GST of \$333.33

Total expenses on this tax invoice includes GST of \$13.33

Your contact: Jessica Morgan

Phone:

* indicates taxable supply



29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

21 Mar 2019

Statement to

2 Apr 2019

Statement number

3

2019	Details	Debit	Credit	Balance
	Balance brought forward			\$0.00
	<u>16 /25 Industrial Avenue, Molendinar</u>			
	Strife Pty Ltd; \$3,666.66 per month; Paid to: 26 Apr 2019			
3702	* Invoice #25836, Rent from 27/03/2019 to 26/04/2019		\$3,666.66	\$3,666.66
	* Management Fees	\$146.67		\$3,519.99
6195	Payment to owner (AVJA Property Pty Ltd)	\$3,519.99		\$0.00
	(JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)			
	Totals at end of period	\$3,666.66	\$3,666.66	\$0.00
	Total income on this tax invoice includes GST of \$333.33			
	Total expenses on this tax invoice includes GST of \$13.33			

Your contact: Jessica Morgan

Phone:

* indicates taxable supply



29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

2 Apr 2019

Statement to

30 Apr 2019

Statement number

4

2019	Details	Debit	Credit	Balance
	Balance brought forward			\$0.00
	<u>16 /25 Industrial Avenue, Molendinar</u>			
	Strife Pty Ltd; \$3,666.66 per month; Paid to: 26 May 2019			
	3954 * Invoice #26137, Rent from 27/04/2019 to 26/05/2019		\$3,666.66	\$3,666.66
30 Apr	* Management Fees	\$146.67		\$3,519.99
	6478 Payment to owner (AVJA Property Pty Ltd)	\$3,519.99		\$0.00
	(JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)			
	Totals at end of period	\$3,666.66	\$3,666.66	\$0.00
	Total income on this tax invoice includes GST of \$333.33			
	Total expenses on this tax invoice includes GST of \$13.33			

Your contact: Jessica Morgan

Phone:

* indicates taxable supply



29/86 Robina Town Centre Drive, Robina QLD 4226
PO Box 719, Robina QLD 4226
Ph: 07 5593 2088 | Fx: 07 5593 2188

Account
name(s)

AVJA Property Pty Ltd
18 Farm Road
Mulgoa NSW 2745

Account

AVJAPROP

Statement from

30 Apr 2019

Statement to

4 Jun 2019

Statement number

5

2019	Details	Debit	Credit	Balance
	Balance brought forward			\$0.00
	<u>16 /25 Industrial Avenue, Molendinar</u>			
	Strife Pty Ltd; \$3,666.66 per month; Paid to: 26 Jun 2019			
	4405 * Invoice #26416, Rent from 27/05/2019 to 26/06/2019		\$3,666.66	\$3,666.66
4 Jun	* Management Fees	\$146.67		\$3,519.99
	7366 Payment to owner (AVJA Property Pty Ltd)	\$3,519.99		\$0.00
	(JA & CO Pty Ltd ATF Bastac Family SMSF, Electronic Banking, 082-356 664941110)			
	Totals at end of period	\$3,666.66	\$3,666.66	\$0.00

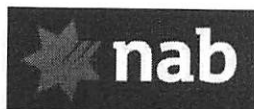
Total income on this tax invoice includes GST of \$333.33

Total expenses on this tax invoice includes GST of \$13.33

Your contact: Jessica Morgan

Phone:

* indicates taxable supply

**NAB Cash Manager**

For further information call the
Business Servicing Team on 13 10 12



008/000205



JA & CO PTY LTD ATF BASTAC FAMILY SMSF
18 FARM ROAD
MULGOA NSW 2745

Account Balance Summary

Opening balance	\$0.00
Total credits	\$163,905.53
Total debits	\$157,758.32
Closing balance	\$6,147.21 Cr

Statement starts 24 December 2018**Statement ends 27 March 2019****Outlet Details**

Marrickville
85-95 Marrickville Rd, Marrickville NSW 2204

Account Details

JA & CO PTY LTD ATF BASTAC FAMILY SMSF
BSB number 082-356
Account number 66-494-1110

For Your Information

All eligible deposit and transaction accounts in your name will no longer be sent via mail but will now be available online - a faster, more secure and convenient (available 24/7) way to get your statement. We'll send an email to the address specified in 'Settings/Mailbox' - My details when your statement is ready to view in Internet Banking. If you'd prefer to have this statement posted to you, please complete and submit the form at www.nab.com.au/paperstatements within the next 10 days or speak to one of our bankers in branch or via phone.
If you've recently switched this account to online statements or have received this notification before, you do not need to take any further action.

Transaction Details

Date	Particulars	Debits	Credits	Balance
24 Dec 2018	Account Opened			0.00
8 Jan 2019	Payment The Bastac Famil			
	013402.....		1.00	
	The Bastac Famil 013402.....		155,000.00	155,001.00 Cr
10 Jan 2019	Loan Draw Down.....	151,358.08		3,642.92 Cr
31 Jan 2019	Interest.....		10.59	
	Loan Repayment Bastac Family Smsf			
	To 20-012-0808.....	2,264.38		1,389.13 Cr
15 Feb 2019	Transfer Industria Anibor Pty Ltd A			
	334642.....		3,519.99	4,909.12 Cr
27 Feb 2019	Internet Bpay Gccc - Water			
	840003818.....	273.02		4,636.10 Cr
28 Feb 2019	Interest.....		2.31	
	Transfer Industria Anibor Pty Ltd A			
	334642.....		1,851.65	
	Loan Repayment Bastac Family Smsf			
	To 20-012-0808.....	2,264.38		4,225.68 Cr
1 Mar 2019	Monthly Transaction Summary	Number	Unit Cost	Fee
	Internet Bpay	1	\$0.00	\$0.00
	Total Transaction Fees			\$0.00
	Less Transaction Rebate			\$0.00
	Transaction Fees Less Rebate			\$0.00
	Account Service Fee			\$0.00
	Fee Charged			\$0.00
6 Mar 2019	Internet Bpay Cogc - Rates			4,225.68 Cr
	Carried forward			4,225.68 Cr

Transaction Details (continued)

Date	Particulars	Debits	Credits	Balance
	Brought forward			4,225.68 Cr
	240003814.....	1,598.46		2,627.22 Cr
22 Mar 2019	Ray White Robina ANI BOR Pty.....		3,519.99	6,147.21 Cr

Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00

Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.

For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

**NAB Cash Manager**For further information call the
Business Servicing Team on 13 10 12A 2-356
JA & CO PTY LTD ATF BASTAC FAMILY SMSF
18 FARM ROAD
MULGOA NSW 2745**Account Balance Summary**

Opening balance	\$6,147.21 Cr
Total credits	\$10,576.54
Total debits	\$8,215.85
Closing balance	\$8,507.90 Cr

Statement starts 28 March 2019**Statement ends 27 June 2019****Outlet Details**Marrickville
85-95 Marrickville Rd, Marrickville NSW 2204**Account Details**JA & CO PTY LTD ATF BASTAC FAMILY SMSF
BSB number 082-356
Account number 66-494-1110**Transaction Details**

Date	Particulars	Debits	Credits	Balance
28 Mar 2019	Brought forward			6,147.21 Cr
29 Mar 2019	Interest.....		3.02	6,150.23 Cr
1 Apr 2019	Monthly Transaction Summary	Number	Unit Cost	Fee
	Internet Bpay	1	\$0.00	\$0.00
	Total Transaction Fees			\$0.00
	Less Transaction Rebate			\$0.00
	Transaction Fees Less Rebate			\$0.00
	Account Service Fee			\$0.00
	Fee Charged			\$0.00
	Loan Repayment Bastac Family Smsf			
	To 20-012-0808.....	2,264.38		3,885.85 Cr
3 Apr 2019	Ray White Robina ANI BOR Pty.....		3,519.99	7,405.84 Cr
30 Apr 2019	Interest.....		6.19	
	Transfer Industria Anibor Pty Ltd A			
	334642.....		3,519.99	
	Loan Repayment Bastac Family Smsf			
	To 20-012-0808.....	2,264.38		8,667.64 Cr
31 May 2019	Interest.....		7.36	
	Loan Repayment Bastac Family Smsf			
	To 20-012-0808.....	2,264.38		6,410.62 Cr
4 Jun 2019	Ray White Robina ANI BOR Pty.....		3,519.99	9,930.61 Cr
13 Jun 2019	Internet Bpay Gccc - Water			
	840003818	558.78		
	Internet Bpay Deft Payments			
	26518140420000000162	863.93		8,507.90 Cr

17834101/0005003/5006869/0013737

YOON TWINING Lawyers

Principal
SANDRA YOON
BA LLB (Hons)

ABN: 68 606 677 570
Shop 62, Level 3
427-441 Victoria Avenue
CHATSWOOD NSW 2067
Tel: (02) 9904 7211
Fax: (02) 9904 7299
Email: sy@yoontwinninglawyers.com.au

11 January 2019

The Directors
AVJA Property Pty Limited
18 Farm Road
MULGOA NSW 2745

Our Ref: SY:1805019

Dear Sir/Madam

RE: YOUR PURCHASE FROM IAMC PTY LTD
PROPERTY: 16/25 INDUSTRIAL AVENUE, MOLENDINAR

We confirm that settlement took place on 10 January 2019.

Registration of transfer

The documents necessary to transfer title into your name were handed to your mortgagee who will attend to registration at the titles office.

The titles office will, in turn, notify the council and water authority of the sale so that future rate and water assessments and notices of valuation will be sent directly to you.

Settlement

The balance purchase money was paid on settlement in accordance with the attached settlement sheet.

Body corporate

We have notified the body corporate manager that you are the new owner and accordingly they will issue future body corporate levies to you. It will be your responsibility to attend to the payment of the levies from

Costs

A copy of our invoice is attached which shows the amount paid by you for our costs and disbursements.

Insurance

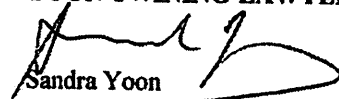
The owners corporation insures the buildings for public risk and therefore it is only necessary for you to insure your contents if you so choose.

Land tax

If you own other properties, you may need to consider the land tax implications of this purchase. Please contact your accountant to lodge a land tax return.

Thank you for your instructions.

Yours faithfully
YOON TWINING LAWYERS


Sandra Yoon
Principal Solicitor

All correspondence to PO Box 1229 CHATSWOOD NSW 2057

Liability limited by a scheme approved under Professional Standards Legislation.

Confirmation**Queensland Government**

Client name YOON TWINING PTY. LTD.
Client number 4269301
Transaction number 516991718
Your ref S Yoon/Avja
Lodgement date 08 January 2019
Due date 22 January 2019
UTI start date 23 January 2019

Total payable **\$12,775.00**

Please note the Total payable is the liability as at the lodgement date. If payment is made after the due date then interest may be payable (in addition to any interest already included in the Total payable). Details of the total liability as at a particular date can be viewed from the 'Payment Obligations' tab in *OSRconnect*.

Payments and Options**Telephone and Internet Banking - BPAY®**

Biller Code: 333146
 Payment Reference: 516991718

Contact your bank or financial institution to make this payment from your cheque, savings or transaction account. More info: www.bpay.com.au.
 ®Registered to BPAY Pty Ltd
 ABN 69 079 137 518

Credit Card

Biller Code: 333146
 Payment Reference: 516991718

To pay by telephone with your card, call 1300 803 545 or to pay online go to www.qld.gov.au/osr.
 Credit card payments must be more than \$10 and less than \$50,000.

Only Visa or Mastercard accepted.

Note: There is a surcharge of 0.518% on each payment made through BPOINT.

Electronic Funds Transfer

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

Bank account details
 Payment Reference: 516991718
 A/c name: Office of State Revenue Collection account
 A/c no: 10000935
 BSB Code: 064-013
 Bank: Commonwealth Bank
 Branch: Queensland Government Banking Centre

Cheque

Make your cheque payable to:
 Commissioner of State Revenue
 Send the confirmation page with your cheque to:
 OFFICE OF STATE REVENUE
 GPO BOX 2475
 BRISBANE QLD 4001

YOON TWINING Lawyers

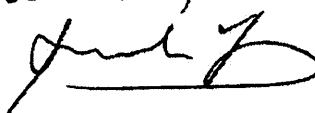
Principal
SANDRA YOON
BA LLB (Hons)

ABN: 68 606 677 570
Shop 62, Level 3
427-441 Victoria Avenue
CHATSWOOD NSW 2067
Tel: (02) 9904 7211
Fax: (02) 9904 7299
Email: sy@yoontwininglawyers.com.au

TAX INVOICE

10 January 2019

The Directors
AVJA Property Pty Limited
18 Farm Road
MULGOA NSW 2745

Paid in full


RE: AVJA PROPERTY PTY LTD AS TRUSTEE PURCHASE FROM IAMC PTY LTD
PROPERTY: 16/25 INDUSTRIAL AVENUE, MOLENDINAR

	Amount	No Tax	Our fee	GST
To our costs acting for you in the purchase of the subject property including taking instructions, attendance on you and all necessary correspondence	\$1,430.00		\$1,300.00	\$130.00
To our costs acting for you in drafting and engrossing the Deed of Ratification	\$550.00		\$500.00	\$50.00
Disbursements				
Final title search	\$25.14		\$22.85	\$2.29
Land tax charge clearannce certificate	\$48.39		\$43.99	\$4.40
Settlement agency fee	\$134.39		\$122.17	\$12.22
Sundries including postage, printing, telephone, facsimile	\$88.00		\$80.00	\$8.00
Total	\$2,275.92	\$0.00	\$2,069.02	\$206.90
Amount Due	\$2,275.92			

Payment can be made by way of a cheque payable to Yoon Twining Lawyers or via direct deposit into the following bank account:

Bank: NAB
Account name: Yoon Twining Lawyers
BSB: 082 201
Account no.: 86300 9465
Ref: Kim Warrawee sale

SETTLEMENT STATEMENT

IAMC Pty Ltd as trustee sale to Avja Property Pty Ltd
Lot 16 Mancave Place 2, 25 Industrial Avenue, Molendinar

Settlement Date:	10-01-19
Adjustment Date:	18-12-18
Contract Date:	12-11-18
Settlement Place: NAB, 47 Ashmore Road, Bundall	
Settlement Time: 12.30pm	

Contract Price	\$	410,000.00
Less Deposit	\$	15,000.00
Less Release of Mortgage fee	\$	-
Subtotal	\$	395,000.00

Plus Rates Adjustment

Start Date	Finish Date	Days
01-07-18	31-12-18	184
Amount	Days	
\$ 1,433.90	13	\$ 101.31
Subtotal	\$	395,101.31

Plus Wastewater/Sewerage Adjustment

Start Date	Finish Date	Days
01-10-18	31-12-18	92
Amount	Days	
\$ 275.47	13	\$ 38.93
Subtotal	\$	395,140.23

Plus Body Corporate Levies Adjustment

Start Date	Finish Date	Days
01-07-18	31-12-18	184
Amount	Days	
\$ 406.02	13	\$ 28.69
Subtotal	\$	395,168.92

Plus Default Penalty Interest @9.3% x 24/365	\$	2,416.48
Plus Seller's legal costs	\$	550.00

BALANCE AT SETTLEMENT	\$	398,135.40
------------------------------	-----------	-------------------

Cheque Details:

Body Corporate for Mancave Place 2	\$	362.23
Australian Legal and Migration	\$	1,661.00
IAMC Pty Ltd atf IAMC Unit Trust	\$	396,112.17
Cheques Total	\$	398,135.40

Reference: 456698184

11 January, 2019

The Secretary
JA & Co Pty Ltd ATF Bastac Family SMSF
18 Farm Road
MULGOA NSW 2745

Dear customers,

Confirmation of funds disbursement

I'm writing to confirm that your facility has been drawn down and disbursed as you requested:

Borrower: JA & Co Pty Ltd ATF Bastac Family SMSF
Property Purchase: 16/25 Industrial Avenue Molendinar QLD 4214

Facility type:	NAB Business Options Instalment Loan
Account number:	2356- 200120808
Facility limit:	\$266,500.00
Facility balance:	\$266,500.00

Source of funds

Loan account 2356- 200120808	\$266,500.00
Deposit account 2356-664941110	\$151,358.08
Total	\$417,858.08

How we've allocated your funds

Fees and Charges as detailed in your letter of offer	\$ 4,571.76
Funds paid out as directed	\$413,286.32
Total	\$417,858.08

If you have any questions, please feel free to call. We'll be happy to help.

Sincerely,

Jacob Silwanis
Business Banker



ASIC

Australian Securities & Investments Commission

ABN 86 768 265 615

Inquiries

www.asic.gov.au/invoices

1300 300 630

JA & CO PTY LTD
 DS ACCOUNTING & BUSINESS SOLUTIONS PTY L
 131 EXCELSIOR ST MERRYLANDS NSW 2160

INVOICE STATEMENT

Issue date 08 Jun 19

JA & CO PTY LTD

ACN 612 880 314

Account No. 22 612880314

Summary

Opening Balance	\$0.00
New items	\$53.00
Payments & credits	\$0.00
TOTAL DUE	\$53.00

- Amounts are not subject to GST. (Treasurer's determination - exempt taxes, fees and charges).
- Payment of your annual review fee will maintain your registration as an Australian company.

Transaction details are listed on the back
 of this page

Please pay

Immediately	\$0.00
By 08 Aug 19	\$53.00

If you have already paid please ignore this
 invoice statement.

- Late fees will apply if you do NOT
 - tell us about a change during the period that the law allows
 - bring your company or scheme details up to date within 28 days of the date of issue of the annual statement, or
 - pay your review fee within 2 months of the annual review date.
- Information on late fee amounts can be found on the ASIC website.



ASIC

Australian Securities & Investments Commission

PAYMENT SLIP

JA & CO PTY LTD

PAID

13/6/19

ACN 612 880 314

Account No: 22 612880314



22 612880314

TOTAL DUE	\$53.00
Immediately	\$0.00
By 08 Aug 19	\$53.00

Payment options are listed on the back
 of this payment slip



Bill Code: 17301
 Ref: 2296128803147



*814 129 0002296128803147 73

Tax Invoice

Date: 01 February 2019

To: JA & CO Pty Ltd AFT Bastac Family SMSF

ACN: 612 880 314

Address: PO Box 120 Mulgoa NSW 2745

From: Tarrant Wang Holdings Pty Ltd

ABN: 622 740 046 46

Description/Purpose	Amount
Property Sourcing Service Incl GST	\$11000
Minus Paid Amount Incl GST	\$6600
Minus Penalty Interest and Legal Charge	\$2966.48
Subtotal	\$1433.52
Plus, Agent Rebate	\$250
Total Balance Due	\$1,683.52

Please make payment to:

Tarrant Wang Holdings Pty Ltd

Commonwealth Bank

BSB: 062 759

Account: 1037 1962

Payment Term: 7 Days from date of Invoice

Thank you for your payment



Payment receipt

Payment reference number is **348732740**

Date and time of request: **08 February 2019 22:23 (Sydney time)**

Amount	\$1,683.52
From	Cash Management Account Ja & Co Pty Ltd Atf The Bastac Family Smsf 182-512 000964099444
To	Tarrant Wang Holdings Pty Ltd 062-759 10371962
When	Friday, 08 February 2019 (Sydney Time)
Payment type	Funds transfer
Description	JA&CO Pty Ltd AFT

Search term

TRANSACTION FUNDS TFR TO TARRANT WANG
HOLDI

Transaction Search Results

From 09 Oct 2018 to 13 Nov 2018

Date	Category	Details	Debit (\$)	Credit (\$)
Nov 2018				
Nov 13 2018	Investment Property	TRANSACTION FUNDS TFR TO TARRANT WANG HOLDI Cash management account Due diligence Reference: 34074580 BSB: 062-759 Account number: 10371962 Payee Message: JA&CO PTY LTD - DD	4,400.00	
Oct 2018				
Oct 09 2018	Other Investment Expenses	TRANSACTION FUNDS TFR TO TARRANT WANG HOLDI Cash management account Buyers agent inv. Reference: 33734542 BSB: 062-759 Account number: 10371962 Payee Message: JA & CO Pty Ltd	2,200.00	

** This is not a statement. We recommend you review the information on all your transactions to ensure they are accurate **

Tax Invoice

Date: 02 October 2018

To: JA & CO Pty Ltd AFT Bastac Family SMSF

ACN: 612 880 314

Address: PO Box 120 Mulgoa NSW 2745

From: Tarrant Wang Holdings Pty Ltd

ABN: 622 740 046 46

Description/Purpose	Amount
Buyer's Agent Sourcing Deposit	\$2000
GST	\$200
Total	\$2200

Please make payment to:

Tarrant Wang Holdings Pty Ltd

Commonwealth Bank

BSB: 062 759

Account: 1037 1962

Payment Term: 7 Days from date of Invoice

Thank you for your payment



Payment receipt

Payment reference number is **33734542**

Amount	\$2,200.00
From	Cash Management Account Ja & Co Pty Ltd Atf The Bastac Family Smsf 182-512 000964099444
To	Tarrant Wang Holdings Pty Ltd 062-759 10371962 JA & CO Pty Ltd
When	Tuesday, 09 October 2018 (Sydney Time)
Payment type	Funds transfer

Tax Invoice

Date: 12 November 2018

To: JA & CO Pty Ltd AFT Bastac Family SMSF

ACN: 612 880 314

Address: PO Box 120 Mulgoa NSW 2745

From: Tarrant Wang Holdings Pty Ltd

ABN: 622 740 046 46

Description/Purpose	Amount
Property Due Diligence Service	\$4000
GST	\$400
Total	\$4400

Please make payment to:

Tarrant Wang Holdings Pty Ltd

Commonwealth Bank

BSB: 062 759

Account: 1037 1962

Payment Term: 7 Days from date of Invoice

Thank you for your payment

Date

29/1/19

Deposit for credit of

\$ 7,333 33

220

Teller

With recourse on all documents
Proceeds of cheque etc
unavailable until cleared

Lot 10, Mancave Place 2, 25 Industrial Ave, Molendinar

Please find enclosed cheque being the Bond deposit for the above mentioned property.

Should you have any queries please do not hesitate to contact our office.

Kind regards,

Kylie Stein

IAMC Pty Ltd

Ph: 07 5526 1134



PO Box 6418
Gold Coast MC QLD 9726
Phone: 07 5591 6849
Fax: 07 5591 6843
manager@stratasphere.com.au

ABN 83 107 541 106

Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Avja Property Pty Ltd
as Trustee
18 Farm Road
Mulgoa NSW 2745

Date of Notice	1 February 2019		
A/c No	16		
Lot No	16	Unit Number	16
Contrib Ent.	10		
Interest Ent.	48		

Body Corporate for

MANCAVE PLACE 2 CTS 50273

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/01/19 to 30/06/19	01/01/19	705.41	0.00		705.41
Sinking Fund	01/01/19 to 30/06/19	01/01/19	616.43	0.00		616.43
Insurance Fund	27/07/19 to 26/07/20	01/01/19	740.21	0.00		740.21
Totals			2,062.05	0.00		\$2,062.05

Please Make Payment Using The Below Options

Teller stamp and initials	Please note that Reminder Notices will be issued for any levies NOT paid by the due date, with all costs payable by the Lot owner. * 1st Reminder - \$20.00 * 2nd Reminder - \$35.00 * Final Notice - \$55.00 * Letter of Demand - \$90.00 * Ongoing Debt Collection - \$44.00 per month	Amount Paid \$ Date Paid / /
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Strata Sphere

DEFT Reference Number: 265181404 2000 0000 162



Pay over the Internet from your **Credit Card or
*pre-registered bank a/c at www.deft.com.au.
** A surcharge may apply to credit card transactions



By phone from your **Credit Card or *pre-
registered bank account.
Call



Billir Code: 98503
Ref: 265181404 2000 0000 162

Contact your participating financial institution to make this payment
from your cheque or savings account.

*Payments by phone or internet from your cheque or savings account require
registration. Please complete a Customer Initiated Direct Debit registration
form available at www.deft.com.au or call 1800 672 162

POST In person, pay by cash, cheque or EFTPOS at
billpay any Post Office in Australia.

Payments made at Australia Post will incur a \$2.75 DEFT processing fee.



Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 141
Brisbane Qld 4001

Account	Mancave Place 2 CTS 50273
Lot No.	16
Owner	AVJA PROPERTY PTY LTD

All cheques must be made payable to:
Mancave Place 2 CTS 50273



*442 265181404 20000000162

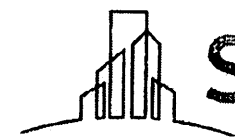
+265181404 20000000162<

TOTAL AMOUNT DUE
DUE DATE 01/01/19

\$2,062.05

000206205< 4+

* PAID OUT OF MACQUARIE ACCOUNT *



StrataSphere

2 Drury Avenue, Southport, Qld, 4215
P O Box 6418, Gold Coast MC, Qld, 9726
07 5591 6849
manager@stratasphere.com.au
ABN: 14 130 910 3976

ABN 83 107 541 106

Body Corporate and Community Management Act 1997
NOTICE OF CONTRIBUTIONS

Avja Property Pty Ltd
as Trustee
PO Box 120
Mulgoa NSW 2745

Date of Notice	20 May 2019		
A/c No	16		
Lot No	16	Unit Number	16
Contrib Ent.	10		
Interest Ent.	48		

Body Corporate for MANCAVE PLACE 2 CTS 50273						
Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund	01/07/19 to 31/12/19	01/07/19	463.50	0.00		463.50
Sinking Fund	01/07/19 to 31/12/19	01/07/19	400.43	0.00		400.43
Totals			863.93	0.00		\$863.93

Please Make Payment Using The Below Options

Letter stamp and invoice	Please note that Reminder Notices will be issued for any levies NOT paid by the due date, with all costs payable by the Lot owner. * 1st Reminder - \$20.00 * 2nd Reminder - \$35.00 * Final Notice - \$55.00 * Letter of Demand - \$90.00 * Ongoing Debt Collection - \$44.00 per month	Amount Paid \$ Date Paid / /
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DEFT
PAYMENT SYSTEMS

Strata Sphere

DEFT Reference Number: 265181404 2000 0000 162



Pay over the Internet from your **Credit Card or
**pre-registered bank a/c at www.deft.com.au.
** A surcharge may apply to credit card transactions.



By phone from your **Credit Card or **pre-
registered bank account.
Call

*Payments by phone or internet from your cheque or savings account require
registration. Please complete a Customer Initiated Direct Debit registration
form available at www.deft.com.au or call 1800 672 162



In person, pay by cash, cheque or EFTPOS at
any Post Office in Australia.

Payments made at Australia Post will incur a \$2.75 DEFT processing fee.



Pay by mailing this payment slip with your cheque to:
DEFT Payment Systems
GPO Box 141
Brisbane Qld 4001



Bill Code: 96503
Ref: 265181404 2000 0000 162

Contact your participating financial institution to make this payment
from your cheque or savings account.

Account	Mancave Place 2 CTS 50273
Lot No.	16
Owner	AVJA PROPERTY PTY LTD

All cheques must be made payable to:
Mancave Place 2 CTS 50273



*442 265181404 20000000162

+265181404 20000000162<

13/6/19

TOTAL AMOUNT DUE
DUE DATE 01/07/19

\$863.93

N 7612837151

000086393< 4+

CITY OF

GOLDCOAST.**Water and Sewerage
Final Notice**

Gold Coast City Council

ABN 84 858 848 450

cityofgoldcoast.com.au/water
(07) 5667 5801 or 1300 000 928Notice number
8 4000381 8Date of issue
21 February 2019008 - 18641 - 18231
AVJA PROPERTY PTY LTD
18 FARM RD
MULGOA NSW 2745

(see back for payment options)

\$273.02

Payable by

1 March 2019To make payment
cityofgoldcoast.com.au/rates**Final notice****Overdue Water and Wastewater account for:**
UNIT 16, 25 INDUSTRIAL AVENUE, MOLENDINAR
L16 SP293200

Your Water and Sewerage account is now well overdue.

Council requests that payment of your account be paid in full within 7 days from the issue date of this final notice. Penalty interest is accruing at the rate of 11% per annum compounding daily.

Please phone our Customer Contact Centre on the above number to discuss your options in relation to your outstanding account, if unable to meet this request.

The outstanding amount referred to in this final notice includes any payments received by Council up to 14 February 2019.

**** PREVIOUS OWNERS BILL
PAID AS BECAME OUR RESPONSIBILITY
TO FINALISE **
RAISED WITH SOLICITOR.**

CITY OF

GOLDCOAST.**In Person / Mail Payment Advice**Name: AVJA PROPERTY PTY LTD
Ref: 8 4000381 8

*419 840003818

CreditSupported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124Billor Code: 888745
Ref: 8 4000381 8**Post
Billpay**

Date

27/2/19

Cash

Total Payable**Payable by****\$273.02****1 March 2019**Teller stamp
and initialsNo. of
Cheques

Cheques (see reverse)

For Credit

Gold Coast City Council

Tran Code

User ID

Customer Reference No.

831**066684****000008400038183****\$****273.02****PAID 27/2/19****+757+ RCPT.56177139411**

CITY OF

GOLDCOAST. Water and Sewerage Rate Notice

Gold Coast City Council

ABN 84 858 548 480

Page 1

cityofgoldcoast.com.au/water
(07) 5667 5801 or 1300 000 928Notice number
8 4000381 8Date of Issue
3 April 2019AVJA PROPERTY PTY LTD
18 FARM RD
MULGOA NSW 2745Current rating period:
1 April 2019 to 30 June 2019**\$558.78**

(see back for payment options)

Due date for payment:
7 May 2019

(interest penalty applies after due date)

To make payment
cityofgoldcoast.com.au/ratesUNIT 16, 25 INDUSTRIAL AVENUE, MOLENDINAR
L 16 SP293200

(Payments received after 19 March 2019 may not be included in this notice)

Opening balance

\$0.16CR

Water and sewerage charges

(see account page for details)

\$558.94

(INCLUDES STATE BULK WATER PRICE)

Amount payable if paid by: 7 MAY 2019

\$558.78

To view or pay your water notice online, view your account balance or request a payment arrangement, visit cityofgoldcoast.com.au/myaccount. To view your water notice inserts online, visit cityofgoldcoast.com.au/insertsWe invite you to have your say on important decisions by visiting gchaveyoursay.com.au and help shape the future of our city.

PLEASE NOTE, this water notice REPLACES earlier water notice(s) issued on 02/01/19. Any payment(s) made will be reflected in the OPENING BALANCE. This water notice has issued because of change of ownership.

CITY OF

GOLDCOAST.Supported by the
Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124

In Person / Mail Payment Advice

Name: AVJA PROPERTY PTY LTD
Ref: 8 4000381 8Bill Code: 868745
Ref: 8 4000381 8

*419 840003818

Credit

Post
Billpay

Date

13 / 6 / 20

Cash

Teller stamp
and initialsNo. of
Cheques

Cheques (see reverse)

Total amount payable
Due by: 7 May 2019

\$558.78

PAID

13/6/20

For Credit

Gold Coast City Council

Tran Code

User ID

Customer Reference No.

831

066684

000008400038183

\$

558.78

+757+

cityofgoldcoast.com.au/rates
(07) 5667 5995 or 1300 366 659

Notice number
2 4000381 4

Date of issue
28 February 2019



008 - 4505 - 2167 - RC
AVJA PROPERTY PTY LTD
18 Farm Rd
MULGOA NSW 2745

Current rating period:
1 January 2019 to 30 June 2019

\$1,598.46

(see back for payment options)

Due date for payment:
1 April 2019

Total amount payable after due date:
\$1,705.41

(interest penalty applies after due date)

Unit 16, 25 Industrial Avenue, MOLENDINAR QLD 4214

Lot 16 SP293200

(Payments received after 21 February 2019 may not be included on this notice)

Opening balance	\$23.12
State Government and associated charges (see rate assessment page for details)	\$264.90
Council rates and charges (see rate assessment page for details)	\$1,417.39
Less 10% Council discount on GENERAL RATE if full payment received by the due date	\$106.95CR
Amount payable if paid by: 1 April 2019	\$1,598.46

To view or pay your rate notice online, view your account balance or request a payment arrangement, visit cityofgoldcoast/myaccount

To view your rating category statement and other rate notice inserts online, visit cityofgoldcoast/inserts

To make a **voluntary** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY® details on the reverse.

CITY OF
GOLDCOAST.



Supported by the
Commonwealth Bank of Australia
ABN 48 123 123 124

Total Amount Payable
If paid by: 1 April 2019

\$1,598.46

For Credit
Gold Coast City Council

Tran Code

User ID

Customer Reference No.

831

066684

000002400038145

In Person / Mail Payment Advice

Name: AVJA PROPERTY PTY LTD

Ref: 2 4000381 4



Billar Code: 875217
Ref: 2 4000381 4

Total Amount Payable
If paid after: 1 April 2019

\$1,705.41

PAID

6/3/19

*419 240003814

Credit



Post
Billpay

Date

6/3/19

Cash

No. of
Cheques

Cheques (see reverse)

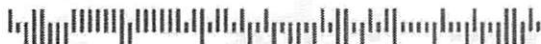
\$

1598.46

**Business Options****Instalment Loan**

For further information call the
Business Servicing Team on 13 10 12

008/003245



JA & CO PTY LTD ATF BASTAC FAMILY SMSF
18 FARM ROAD
MULGOA NSW 2745

Account Balance Summary

Opening balance	\$0.00
Total credits	\$0.00
Total debits	\$265,434.00
Closing balance	\$265,434.00 Dr

Statement starts 9 January 2019
Statement ends 11 January 2019

Outlet Details

Marrickville
85-95 Marrickville Rd, Marrickville NSW 2204

Account Details

JA & CO PTY LTD ATF BASTAC FAMILY SMSF
BSB number 082-356
Account number 20-012-0808

Transaction Details

Date	Particulars	Debits	Credits	Balance
9 Jan 2019	Account Opened			0.00
10 Jan 2019	Please Note: As At Today Your Limit Is \$ 266,500			
	Bill Of Sale Search Fee	40.00		
	Company Search Fee	80.00		
	Government Title Search Fee	16.76		
	Bank Title Search Fee	40.00		
	Settlement Fee	200.00		
	Loan Draw Down	261,928.24		
	Perusal Of Trust Deed Fee	500.00		
	Registration Fee-Mortgage	187.00		
	Stamp Duty-Bank Registration Fee	150.00		
	Com Valuation Fee	1,300.00		
	Registration Fee - Transfer Of Land	992.00		265,434.00 Dr

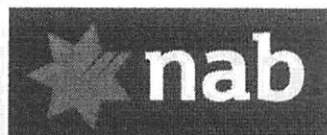
Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00
Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.		
For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes		

Explanatory Notes

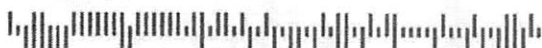
Please check all entries and report any apparent error or possible unauthorised transaction immediately.
We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.
For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

011/778/01/AN003245/S006949/1013897

**Business Options****Instalment Loan**

For further information call the
Business Servicing Team on 13 10 12

008/002411



JA & CO PTY LTD ATF BASTAC FAMILY SMSF
18 FARM ROAD
MULGOA NSW 2745

Account Balance Summary

Opening balance	\$265,434.00	Dr
Total credits	\$13,586.28	
Total debits	\$8,547.53	
Closing balance	\$260,395.25	Dr

Statement starts 12 January 2019**Statement ends 12 July 2019****Outlet Details**

Marrickville
85-95 Marrickville Rd, Marrickville NSW 2204

Account Details

JA & CO PTY LTD ATF BASTAC FAMILY SMSF
BSB number 082-356
Account number 20-012-0808

Transaction Details

Date	Particulars	Debits	Credits	Balance
12 Jan 2019	Brought forward			265,434.00 Dr
14 Jan 2019	Loan Application Fee	1,066.00		266,500.00 Dr
31 Jan 2019	Loan Repayment Bastac Family 000705		2,264.38	264,235.62 Dr
1 Feb 2019	Interest Charged	941.84		265,177.46 Dr
28 Feb 2019	Loan Repayment Bastac Family 000705		2,264.38	
	Service Fee	30.00		262,943.08 Dr
1 Mar 2019	Interest Charged	1,193.73		264,136.81 Dr
29 Mar 2019	Service Fee	30.00		264,166.81 Dr
1 Apr 2019	Loan Repayment Bastac Family 000705		2,264.38	261,902.43 Dr
2 Apr 2019	Interest Charged	1,358.97		263,261.40 Dr
30 Apr 2019	Loan Repayment Bastac Family 000705		2,264.38	
	Service Fee	30.00		261,027.02 Dr
1 May 2019	Interest Charged	1,227.44		262,254.46 Dr
31 May 2019	Loan Repayment Bastac Family 000705		2,264.38	
	Service Fee	30.00		260,020.08 Dr
3 Jun 2019	Interest Charged	1,390.73		261,410.81 Dr
28 Jun 2019	Service Fee	30.00		261,440.81 Dr
1 Jul 2019	Loan Repayment Bastac Family 000705		2,264.38	259,176.43 Dr
2 Jul 2019	Interest Charged	1,218.82		260,395.25 Dr
12 Jul 2019	Please Note: As At Today, Your Current Dr Interest Rate Is 5.680% pa and Default Rate Is 12.300% pa			260,395.25 Dr

19/7/18/01/M1002411/5004768/10/09335

Summary of Government Charges

	From 1 July to date	Last year to 30 June
Government		
Withholding tax	\$0.00	\$0.00
Bank Account Debit (BAD) tax	\$0.00	\$0.00
Bank Accounts Debits (BAD) Tax or State Debits Duty has been abolished for all states & territories effective 1/7/2005. Any amount shown on this statement applies to debits processed on or before 30/06/2005.		
For further information on any applicable rebates, fees or government charges, please refer to the NAB's "A Guide to Fees & Charges" booklet. Please retain this statement for taxation purposes		

Explanatory Notes

Please check all entries and report any apparent error or possible unauthorised transaction immediately.

We may subsequently adjust debits and credits, which may result in a change to your account balance to accurately reflect the obligations between us.

For information on resolving problems or disputes, contact us on 1800 152 015, or ask at any NAB branch.

6th May 2020

Avja Property Pty Ltd (TTE)
Attn: Veronika Rakic
18 Farm Road
Mulgoa NSW 2745

Ray White Commercial Robina
Po Box 719
29/86 Robina Town Centre Dr
Robina QLD 4226
T 07 5593 2088
F 07 5593 2188
E commercial.robina.qld@raywhite.com
rwc.com.au

Dear Veronika

RE: 16/25 Industrial Avenue, Molendinar Qld 4214

Thank you for giving Ray White Commercial Robina the opportunity to submit this sales appraisal for the above property as at 30th June 2019.

Property Details

Lot:	16
Plan:	SP293200
Address:	16/25 Industrial Avenue, Molendinar Qld 4214
NLA Area:	303m ²
Description:	Man Cave, Storage / Warehouse / Office
Gross Rental Income:	\$40,000pa approximately
Outgoings estimated:	\$10,000pa approximately
Net Rental Income:	\$30,000pa approximately

The above 303m² property has Strife Pty Ltd in place as a tenant.

Taking into account the above information, market conditions and based on an average of 7% - 8% yield this would equate to approximately \$375,000 - \$428,571 if the property was to be sold.

The final price achieved would depend on the level of marketing undertaken and the current market conditions at the time of sale as well as the strength of the tenant and lease in place.

We thank you once again for the opportunity to submit this appraisal and look forward to assisting you with any of your Commercial Real Estate needs.

Yours faithfully,

RAY WHITE COMMERCIAL ROBINA



Kelly Zeckovic
Sales & Leasing Executive

This information is given on the basis of our perception of the market price of the property under present market conditions and no responsibility for its correctness or otherwise attached to this agency or any of its employees. This opinion of market with has been prepared solely for the information of the client and not for any third party. Although every care has been taken in arriving at the figure, we stress that it is an opinion only and not be taken as a sworn valuation.



Report Summary

This report was prepared for the aforementioned owners and is specific to their purchase details only. For ease of reference, the table below shows an overview of the depreciation claim on both the building structure and plant and equipment items (Division 40) over the first 5 financial years. A full detailed schedule of the 40 yearly claims is also included within this report.

	Diminishing Value Method	Prime Cost Method
Year 1 - 11/01/19 ends - 30/06/19	6,452	4,533
Year 2 - 01/07/19 ends - 30/06/20	11,023	8,076
Year 3 - 01/07/20 ends - 30/06/21	9,502	8,076
Year 4 - 01/07/21 ends - 30/06/22	8,477	8,076
Year 5 - 01/07/22 ends - 30/06/23	7,776	8,076

**Note: These figures include Division 43 (Capital Allowance, or Building Structure) claims.*

MCG recommends you consult with your accountant before selecting either the diminishing or prime cost methods. They are both included in this report.

This report was prepared based on our estimate of the residual value of Division 40 & 43 items where they qualify. Any information regarding construction costs or additions values has been sourced and utilised where available. This report is designed to be used for advice on construction costs, rather than advice on accounting practices, legal matters or taxation. MCG Quantity Surveyors recommend that the property owner consults with their accountant and advisers before relying on the contents provided herein.

MCG Quantity Surveyors have prepared this report in line with our interpretation of the tax commissioners rulings as at the date of this report.

If the property changes owners or ownership status, then the contents of the report are voided and the new owners or owning entity should contact MCG to prepare a new report based on their purchase details. In line with the Tax Agent Services Act (2009), M Consulting Group Pty Ltd (MCG Quantity Surveyors) are registered tax agents. Our registered tax agent number is 09142004.

Disclaimer:

MCG Quantity Surveyors does not accept any contractual, tortious or any other form of liability for any consequences, loss or damage as a result of any other party acting upon of using this report.