Form 43
UCPR 36.11

D0001HMVHL

Issued: 4 November 2021 3:08 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	PP New Pty Ltd ACN 088406437
First Respondent	.

DATE OF JUDGMENT/ORDER

Date made or given	2 November 2021
Date entered	4 November 2021

TERMS OF JUDGMENT/ORDER

ORDERS:

Her Honour, Ward CJ in Eq, makes the following orders:

1. Make orders in accordance with the Short Minutes of Order provided to the Court, initialled and dated by her Honour today.

Short Minutes of Order:

1. The Second Plaintiff (New Trustee) has leave to file in Court the affidavit of Catherine Margaret Conneely sworn 28 October 2021 and the affidavit of Catherine Margaret Conneely sworn 2 November 2021.

2. Pursuant to section 81 of the Trustee Act 1925 (NSW) (Trustee Act), and sections 61 and 90 of the Civil Procedure Act 2005 (NSW) (Civil Procedure Act) and rules 2.1 and 36.1 of the Uniform Civil Procedure Rules 2005 (NSW), New Trustee is authorised to undertake the following course of action (Second Course of Action):

(a) provide notice (Second Notice) to the current and past members of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund), creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund, and the persons who have been acting as officeholders on behalf of the Fund (together, Interested Persons):

(i) of the orders made in respect of this application and any reasons for judgment;
(ii) of New Trustee's intention to issue the Report (as defined in sub-paragraph (c) below) to Interested Persons and convene and hold a meeting (First Meeting) of Interested Persons by 31 December 2021, unless adjourned in accordance with sub-paragraph (e) below;
(iii) seeking any additional information and documentation about the Fund and the Fund trust (Trust);

(iv) seeking notification of any claims in respect of any property (Property) held on trust for the Fund under the Trust; and
(v) seeking their opinion about the winding up of the Fund or any alternatives to winding up the Fund;

(b) issue the Second Notice by:

(i) sending the Second Notice to the known email addresses of the Interested Persons;
(ii) sending the Second Notice to the known postal addresses of the Interested Persons;
(iii) publishing the Second Notice on https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund (the New Trustee Website); and
(iv) publishing the Second Notice in the The Australian, the Sydney Morning Herald and the Daily Telegraph;

(c) prepare and issue a report to Interested Persons (Report) via email to known email addresses of Interested Persons and downloadable from the New Trustee Website, which Report is to include information about the following:

(i) the appointment of New Trustee as trustee of the Fund;
(ii) the Fund's history, current status, property, affairs, and financial circumstances;
(iii) New Trustee's investigations into the affairs of the Fund and work undertaken since its appointment;
(iv) an outline of options concerning the future of the Fund and, if and to the extent that New Trustee considers it appropriate, any recommendation(s) and the reasons for any such recommendation(s);
(v) notice of the First Meeting (which must be provided not less than two weeks before the scheduled date of the First Meeting); and
(vi) a proxy form to vote at the First Meeting in respect of the future of the Fund and any other resolutions that New Trustee considers appropriate for this purpose;

(d) hold the First Meeting via video teleconference;

(e) if required, adjourn the First Meeting (Adjourned First Meeting) for a period of no more than 45 business days and prepare and issue a supplementary report to Interested Persons (Supplementary Report), subject to the following:

(i) any Supplementary Report is to be issued to Interested Persons via email to known email addresses of Interested Persons and downloadable from the New Trustee Website, and is to include:

(A) notice of the Adjourned Meeting (which must be provided not less than two weeks before the scheduled date of the Adjourned Meeting); and
(B) a proxy form to vote at the Adjourned Meeting in respect of the future of the Fund and any other resolutions New Trustee considers appropriate for this purpose; and

(ii) the Adjourned Meeting is to be held via video teleconference;

(f) following the First Meeting or any Adjourned Meeting, make an application to the Court to report on the outcome of the meeting(s), and seek directions and orders for the future of the Fund, further conduct of the management of the Fund, and/or the determination of any questions arising in connection with the Trust and/or the Fund;

(g) for the purposes of the above sub-paragraphs:

(i) conduct any further review of the books and records of the Fund and any additional information obtained after issuing the Second Notice;
(ii) liaise with the Interested Persons, financial institutions and any other persons associated with the Fund; and

(iii) identify the Property and liabilities of the Fund, including any Property held in the name of individuals or other third parties on behalf of the Fund;

(h) open new accounts (each a New Account) in the name of the Fund with St George Bank for each of the following accounts (each a Bank Australia Account) presently held with Bank Australia in the name of the Fund:

(i) transaction account 7311;
(ii) term deposit 0423;
(iii) term deposit 0430;
(iv) term deposit 0445;
(v) term deposit 0482;
(vi) term deposit 1168;
(vii) term deposit 1169;
(viii) term deposit 1166;
(ix) term deposit 1167; and
(x) term deposit 0486;

(i) transfer the funds held in each Bank Australia Account into the corresponding New Account;

(j) in respect of the New Accounts and the following accounts in the name of the Fund presently held with St George Bank, to the extent the account is a term deposit, reinvest the term deposit as required:

(i) transaction account 4771;
(ii) term deposit 5349;
(iii) term deposit 5671; and
(iv) term deposit 4611;

(k) obtain professional representation and advice for the purposes of sub-paragraphs (a) to (j) above.

3. Pursuant to section 7 of the Court Suppression and Non-publication Orders Act 2010 (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, the following documents (Documents):

(a) pages 80, 223, 226, 229, 232, 233, 234, 235 and 237 of exhibit marked “BCW-1” to the affidavit of Bernard Colin Walrut affirmed 22 June 2021; and

(b) confidential exhibit marked “CMC-4” to the affidavit of Catherine Margaret Conneely sworn 28 October 2021,

are to be marked “confidential” on the Court file and are not to be provided or disclosed to any person other than:

(a) New Trustee and the officers and staff of KordaMentha; and

(b) the legal advisors of the New Trustee.

4. Pursuant to section 85 of the Trustee Act, New Trustee is relieved from any personal liability for breach of trust in connection with the reinvestment of the following term deposits:

(a) St George Bank term deposit 5349;

(b) St George Bank term deposit 4611; and

(c) Bank Australia term deposit 0445.

5. Pursuant to section 93 of the Trustee Act, New Trustee's costs and expenses of and incidental to this application are to be paid on an indemnity basis out of the assets of the Trust.

6. Pursuant to section 59(4) of the Trustee Act, New Trustee's future remuneration and disbursements in connection with the Second Course of Action are to be paid from the assets of the Trust on an indemnity basis, as and when New Trustee considers appropriate, subject to order 8 below.

7. Pursuant to section 90 of the Civil Procedure Act, New Trustee make such application for advice and/or orders as it may be advised, within 120 days of holding the First Meeting or Adjourned First Meeting as contemplated by order 2 above, and any Interested Persons shall be entitled to seek leave to appear in any such proceeding.

8. Vary Order 10 of the orders made on 22 June 2021 to require the Second Plaintiff to make application to the Court for review of its remuneration and disbursements paid in accordance with:

(a) Order 8 of the orders made on 22 June 2021; and

(b) Order 6 above,

within four weeks after the Court determines the application referred to at Order 2(f) above.

9. Pursuant to section 90 of the Civil Procedure Act that, at least every six months from the date hereof until further or other order, New Trustee make an application to the Court for review of its remuneration and disbursements paid in accordance with order 6 in the prior six-month period.

10. New Trustee have leave to apply to Ward CJ in Eq in chambers on five (5) days' notice to amend or vary the terms of orders 2 and 7, or if any circumstances so require.

SEAL AND SIGNATURE



Signature	Chris D'Aeth
Capacity	Principal Registrar
Date	4 November 2021

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

FURTHER DETAILS ABOUT Applicant(s)

First Applicant

Name	PP New Pty Ltd ACN 088406437
Address	Level 2 109 Burwood Road HAWTHORN VIC 3122
Telephone	
Fax	
E-mail	

Client reference

Legal representative for plaintiffs

Name	Bernard Colin Walrut
Practicing certificate number	51098
Address	Norton Rose Fulbright Australia Level 5 60 Martin Place SYDNEY NSW 2000
DX address	
Telephone	
Fax	
Email	aaron.kam@nortonrosefulbright.com
Electronic service address	aaron.kam@nortonrosefulbright.com

FURTHER DETAILS ABOUT Respondent(s)

First Respondent

Name	.
Address	

Form 43
UCPR 36.11

D0001K9DM9

Issued: 11 May 2022 5:01 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799

First

DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	11 May 2022

TERMS OF JUDGMENT/ORDER

TERMS OF ORDERS

1. Pursuant to section 63 of the Trustee Act 1925 (NSW) (Trustee Act) it is the Court's opinion, advice and direction to New Custodian Trustee, as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) trust (Custodian Trust), that it would be justified in:

(a) bringing proceedings to wind up the Fund in accordance with the draft originating process at pages 1 to 5 of the Exhibit CMC-5 to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 (Winding Up Proceedings);

(b) selling the property held under the Custodian Trust (Property); and

(c) transferring the sale proceeds of the Property and any other funds held by New Custodian Trustee under the Custodian Trust (Proceeds) to the liquidators of the Fund (Liquidators).

2. Order pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the Civil Procedure Act 2005 (NSW) (CPA) and/or rules 2.1 and 36.1 of the Uniform Civil Procedure Rules 2005 (NSW) (UCPR), that New Custodian Trustee is authorised to undertake the following course of action (Third Course of Action), to:

(a) bring the Winding Up Proceedings;
(b) provide notice (Third Notice) to current and past members of the Fund, creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund and the persons who have been acting as officeholders on behalf of the Fund (Interested Persons) of:
(i) the orders made in respect of this application and any reasons for judgment;
(ii) the Winding Up Proceedings; and
(iii) any orders or directions made by the Court in the Winding Up Proceedings;
(c) issue the Third Notice by:
(i) sending the Third Notice to the email addresses of Interested Persons known to New Custodian Trustee;

(ii) sending the Third Notice to the postal addresses of Interested Persons known to New Custodian Trustee; and/or
(iii) publishing the Third Notice and the documents referred to in the Third Notice on the following website: https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund;
(d) sell the Property;
(e) to the extent necessary, bring proceedings seeking the Court's opinion, advice and direction in relation to the sale of any of the Property;
(f) transfer the net amount of the Proceeds to the Liquidators, after paying all expenses incurred in respect of the Third Course of Action and retaining such other amount as to New Custodian Trustee appears to be reasonably necessary for satisfying any other liability or contingent liability of the Custodian Trust; and
(g) obtain professional representation and advice for the purposes of sub-paragraphs (a) to (f) above.

3. Vary order 3 of the orders made by Ward CJ in Eq in these proceedings on 22 June 2021 (22 June 2021 Orders) to include (without limitation) the vesting of the following Property:

(a) cash assets held in the following bank accounts:
(i) bank accounts with Bank Australia for Customer Number 2055527 (in the name of APM Picnic Fund) (Picnic Fund Accounts), having numbers:
(A) 19238146; and
(B) 138010463.

4. Vary order 2(h) of the orders made by Ward CJ in Eq in these proceedings on 2 November 2021 (2 November 2021 Orders) by:

(a) replacing "St George Bank" with "Macquarie Bank Ltd";
(b) after the word "for" inserting the words "any account held in the name of, or associated with, the Fund (each an Existing Account) including without limitation"; and
(c) deleting the words "(each a Bank Australia Account)".

5. Vary order 2(i) of the 2 November 2021 Orders by replacing the words "Bank Australia Account" with "Existing Account".

6. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee is entitled to issue the report to Interested Persons dated 24 November 2020 (Report) without providing notice to Interested Persons of its intention to issue the Report in accordance with order 2(a)(ii) of the 2 November 2021 Orders.

7. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision not to provide notice to Interested Persons of its intention to issue the Report to Interested Persons in accordance with order 2(a)(ii) of the 2 November 2021 Orders.
8. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee be entitled to open an account (account number 289288003) with Macquarie Bank Limited (Macquarie Account).

9. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision to open the Macquarie Account.

10. Pursuant to section 7 of the Court Suppression and Non-publication Orders Act 2010 (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, order that Confidential Exhibit “CMC-6” to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 be kept confidential and not be provided or disclosed to any person other than:

(a) New Custodian Trustee and the officers and staff of KordaMentha; and
(b) the legal advisors of New Custodian Trustee.

11. Pursuant to section 93 of the Trustee Act, order that New Custodian Trustee's costs and expenses of and incidental to this application be paid on an indemnity basis out of the assets of the Trust.

12. Pursuant to section 59(4) of the Trustee Act, order that New Custodian Trustee's future remuneration and disbursements in connection with the Third Course of Action be paid from the assets of the Trust on an indemnity basis, as and when New Custodian Trustee considers appropriate, subject to paragraph 13 below.

13. Pursuant to section 90 of the Trustee Act, order that at least six months from the date hereof until further or other order, New Custodian Trustee make an application to the Court for review of its remuneration and disbursements paid in accordance with paragraph 12 above in the prior six month period.

14. Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE



Signature	Chris D'Aeth
Capacity	Principal Registrar
Date	11 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

FURTHER DETAILS ABOUT Applicant(s)

First Applicant

Name	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799
Address	Level 31 525S Collins Street MELBOURNE VIC 3000
Telephone	
Fax	
E-mail	
Client reference	

Legal representative

Name	Bernard Colin Walrut
Practicing certificate number	51098
Address	Level 11 5 Martin Place SYDNEY NSW 2000
DX address	
Telephone	
Fax	

Email	aaron.kam@ashurst.com
Electronic service address	aaron.kam@ashurst.com

FURTHER DETAILS ABOUT (s)

Hammerschlag J

8/7/22

SHORT MINUTES OF ORDER

COURT DETAILS	
Court	Supreme Court of New South Wales
Division	Equity
List	General
Registry	Sydney
Case number	2021/00179305
TITLE OF PROCEEDINGS	
First Plaintiff	**PP New Pty Ltd ACN 088 406 437**
Second Plaintiff	**KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799**
FILING DETAILS	
Prepared for	Second Plaintiff
Legal representative	Bernard Colin Walrut, Ashurst Australia
Legal representative reference	1000-122-769
Contact name and telephone	Aaron Kam 9258 6014
Contact email	Aaron.Kam@ashurst.com

TERMS OF ORDERS

1. Order pursuant to section 90 of the *Civil Procedure Act 2005* (NSW) (***Civil Procedure Act***), sections 59(4) and/or 93 of the *Trustee Act* 1925 (NSW) (***Trustee Act***) and/or the Court's inherent jurisdiction, that the Second Plaintiff's (**New Custodian Trustee**):

   (a) remuneration for the period 22 June 2021 to 1 November 2021 inclusive (**First Course of Action Period**) be approved in the amount of $173,455.00 (excluding GST) for their performance of the role as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (**Fund**) trust (**Custodian Trust**); and

   (b) disbursements incurred in connection with the performance of the role as trustee of the Custodian Trust during the First Course of Action Period be approved in the amount of $136,290.30 (excluding GST).

2. Order pursuant to section 90 of the *Civil Procedure Act*, sections 59(4) and/or 93 of the *Trustee Act* and/or the Court's inherent jurisdiction, that New Custodian Trustee's:

   (a) remuneration for the period 2 November 2021 to 5 May 2022 inclusive (**Second Course of Action Period**) be approved in the amount of $77,297.50 (excluding GST) for their performance of the role as trustee of the Custodian Trust; and

   (b) disbursements incurred in connection with the performance of the role as trustee of the Custodian Trust during the Second Course of Action Period be approved in the amount of $548,978.15 (excluding GST).

3. Pursuant to section 7 of the *Court Suppression and Non-publication Orders Act 2010* (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, the following documents (**Documents**):

   (a) pages 84, 89, 92, 93, 95, 98, 99 and 107 of exhibit marked "CMC-7" to the affidavit of Catherine Margaret Conneely sworn 3 June 2022;

   (b) confidential exhibit marked "CMC-8" to the affidavit of Catherine Margaret Conneely sworn 3 June 2022; and

   (c) confidential exhibit marked "SL-2" to the affidavit of Scott David Harry Langdon affirmed 7 July 2022,

   are to be marked "confidential" on the Court file and are not to be provided or disclosed to any person other than:

   (d) New Custodian Trustee and the officers and staff of KordaMentha; and

   (e) the legal advisors of New Custodian Trustee.

4. Order pursuant to section 93 of the *Trustee Act,* that New Custodian Trustee's costs and expenses of and incidental to this application are paid on an indemnity basis out of the assets of the Fund.

5. Liberty to apply on five days' notice to the associate of the Chief Judge in Equity.

Form 43
UCPR 36.11

D0001K6M4X

Issued: 6 May 2022 12:44 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Corporations List
Registry	Supreme Court Sydney
Case number	2022/00130874

TITLE OF PROCEEDINGS

First Plaintiff	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799
Corporation subject of the proceeding	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799

DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	6 May 2022

TERMS OF JUDGMENT/ORDER

1. Order that the plaintiff have leave to file the originating process dated 6 May 2022 returnable instanter.
2. Order that any requirement that this originating process be served on any person be dispensed with.
3. Order that the plaintiff have leave to read in support of this originating process the following affidavits filed in proceedings 2021/00179305:
(a) affidavit of Bernard Colin Walrut affirmed on 22 June 2021;
(b) affidavit of Catherine Margaret Conneely sworn on 22 June 2021;
(c) affidavit of Catherine Margaret Conneely sworn on 28 October 2021; and
(d) affidavit of Catherine Margaret Conneely sworn on 2 November 2021.
4. Order pursuant to section 583(c)(ii) or alternatively section 583(c)(i) of the Corporations Act 2001 (Cth) (Act) and/or in the inherent jurisdiction of the Court that the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) be wound up.
5. Order pursuant to section 583 of the Act and/or in the inherent jurisdiction of the Court that each of the following applies to the winding up of the Fund: Chapter 5 of the Act and Corporations Regulations 2001 (Cth) (Regulations), Schedule 2 to the Act, being the Insolvency Practice Schedule (Corporations) 2016 (IPSC), the Insolvency Practice Rules (Corporations) 2016 (IPRC) and the Supreme Court (Corporations) Rules 1999 (NSW) (Corporations Rules) (together, Relevant Provisions), subject to the adaptations set out in the Schedule to this Order.
6. Order that Catherine Margaret Conneely and Scott David Harry Langdon of KordaMentha, Level 5, Chifley Tower, 2 Chifley Square, Sydney NSW 2000 be appointed joint and several liquidators of the Fund (Liquidators).
7. Order, if and to the extent necessary, pursuant to section 532(2) of the Act and/or in the inherent jurisdiction of the Court, that leave be granted to the Liquidators to be appointed as liquidators of the Fund.
8. The Plaintiffs costs of this application are its costs in the winding up.
9. Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE

Signature	D. Cafarelli (L.S.)
Capacity	Chief Clerk
Date	6 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

KordaMentha

APM Security Plan Sickness & Accident Fund

Company Name

APM Security Plan Sickness & Accident Fund ABN 57 413 197 086

Type of Appointment

Court Appointed Trustees

Date of Appointment

22 June 2021

Appointees

Kate Conneely and Scott Langdon

Background Information

On 22 June 2021, by order of the Supreme Court of New South Wales (proceeding no 2021/00179305), KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799 ('New Trustee') was appointed in substitution of PP New Pty Ltd as trustee of the APM Security Plan Sickness & Accident Fund ('Fund') trust ('Trust') ABN 57 413 197 086.

The New Trustee is seeking:

- details of current and past members of the Fund (Members)
- details of creditors, claimants and contributories and potential creditors, claimants and contributories of the Fund (Claimants)
- details of persons who have been acting as officeholders on behalf of the Fund (Officeholders)
- information and documentation about the Fund and the Trust
- notification of any claims in respect of the property held on trust for the Fund
- opinions of Members, Claimants and Officeholders about the winding up of the Fund or any alternatives to winding up the Fund.

Those with information pertaining to the above are invited to email botanymillfund@kordamentha.com.

KordaMentha

Level 5, Chifley Tower,
2 Chifley Square,
Sydney NSW 2000

Elyse Diamond
T: +61 2 8257 3014
botanymillfund@kordamentha.com

Relevant links

Creditors forms and information - Australia

Download documents

General

Orders (22 June 2021)	1/7/2021 | 53kb	
Report to Interested Persons	25/11/2021 | 863kb	
Minutes of Meeting of Interested Persons	30/3/2022 | 2718kb	
Orders (2 November 2021)	30/3/2022 | 57kb	
Orders - Judical Advice	6/5/2022 | 50kb	
Orders - Winding Up	6/5/2022 | 133kb	
Notice to Interested Persons - Remuneration	29/6/2022 | 2037kb	

KordaMentha

Exhibit CMC-7 - Remuneration Application (3 June 2022) 29/6/2022 | 3005KB

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Elyse Diamond

From: Elyse Diamond on behalf of botanymillfund@kordamentha.com
Sent: Tuesday, 17 May 2022 4:29 PM
Subject: APM Security Plan Sickness & Accident Fund (In Liquidation) - Update
Attachments: Liquidator notification to Interested Persons.pdf

Dear Interested Persons

KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799 as trustee for APM Security Plan Sickness & Accident Fund (In Liquidation) ('the Fund') trust ABN 57 413 197 086

Please find attached notification in respect of the Fund.

Kind regards

Elyse Diamond | Senior Business Analyst

KordaMentha | 20 years

T +61 2 8257 3014
Level 5, Chifley Tower, 2 Chifley Square, Sydney NSW 2000, Australia
Website | **Blog** | **LinkedIn** | **Twitter**

KordaMentha COVID-19 vaccination policy

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GPO Box 2523
Sydney NSW 2001

Chifley Tower
Level 5, 2 Chifley Square
Sydney NSW 2000

+61 2 8257 3000
info@kordamentha.com

KordaMentha

To the Interested Persons as addressed

17 May 2022

Dear Sir/Madam

KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799 as trustee for APM Security Plan Sickness & Accident Fund (In Liquidation) ('the Fund') trust ABN 57 413 197 086

As you are aware, KordaMentha Shelf Co (APMSPSAF) Pty Ltd ('New Trustee') was appointed replacement trustee of the Fund on 22 June 2021 pursuant to an Order of the Supreme Court of New South Wales ('the First Order').

On 6 May 2022, by Order of the Supreme Court of New South Wales ('the Second Order'), the Court gave its opinion, advice and direction to the New Trustee that it would be justified in, among other things, bringing proceedings to wind up the Fund.

On the same day, by Order of the Supreme Court of New South Wales ('the Winding Up Order'), Scott Langdon and I, Kate Conneely, were appointed joint and several liquidators ('Liquidators') of the Fund. Among other requirements, the Second Order requires the New Trustee to:

> *"Provide notice to current and past members of the Fund, creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund and the persons who have been acting as officeholders on behalf of the Fund ('Interested Persons') of:*
>
> - *The orders made (i.e. the Second Order) and any reasons for judgement*
> - *The winding up proceedings; and*
> - *Any orders or directions made by the Court in the winding up proceedings (i.e. the Winding Up Order)."*

In this regard, full copies of the Second Order and Winding Up Order are enclosed for your reference. Further details of the Liquidators' appointment and their role as directors of the New Trustee can be found on the KordaMentha website at https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund.

I expressly advise that the Second Order now authorises the New Trustee to commence the sale of all property held under the Fund trust. The presently known property is identified in Order 3 of the First Order and Order 3 of the Second Order.

The New Trustee will keep Interested Persons updated on the sale of the property. The New Trustee and Liquidators anticipate that they will require guidance on the distribution of the proceeds of the property from the Court and will update Interested Persons in due course.

Should you be aware of any Interested Persons who have not yet contacted KordaMentha to register their interest in the Fund, please implore them to do so, at their earliest convenience.

KordaMentha Pty Ltd ACN 100 169 391
Liability limited by a scheme approved under Professional Standards Legislation

Should you have any other queries in relation to this matter, please contact KordaMentha by email at botanymillfund@kordamentha.com.

Yours faithfully



Kate Conneely
Liquidator and Director of New Trustee

Enc.

Form 43
UCPR 36.11

D0001K6M4X

Issued: 6 May 2022 12:44 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Corporations List
Registry	Supreme Court Sydney
Case number	2022/00130874

TITLE OF PROCEEDINGS

First Plaintiff	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799
Corporation subject of the proceeding	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799

DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	6 May 2022

TERMS OF JUDGMENT/ORDER

1. Order that the plaintiff have leave to file the originating process dated 6 May 2022 returnable instanter.
2. Order that any requirement that this originating process be served on any person be dispensed with.
3. Order that the plaintiff have leave to read in support of this originating process the following affidavits filed in proceedings 2021/00179305:
(a) affidavit of Bernard Colin Walrut affirmed on 22 June 2021;
(b) affidavit of Catherine Margaret Conneely sworn on 22 June 2021;
(c) affidavit of Catherine Margaret Conneely sworn on 28 October 2021; and
(d) affidavit of Catherine Margaret Conneely sworn on 2 November 2021.
4. Order pursuant to section 583(c)(ii) or alternatively section 583(c)(i) of the Corporations Act 2001 (Cth) (Act) and/or in the inherent jurisdiction of the Court that the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) be wound up.
5. Order pursuant to section 583 of the Act and/or in the inherent jurisdiction of the Court that each of the following applies to the winding up of the Fund: Chapter 5 of the Act and Corporations Regulations 2001 (Cth) (Regulations), Schedule 2 to the Act, being the Insolvency Practice Schedule (Corporations) 2016 (IPSC), the Insolvency Practice Rules (Corporations) 2016 (IPRC) and the Supreme Court (Corporations) Rules 1999 (NSW) (Corporations Rules) (together, Relevant Provisions), subject to the adaptations set out in the Schedule to this Order.
6. Order that Catherine Margaret Conneely and Scott David Harry Langdon of KordaMentha, Level 5, Chifley Tower, 2 Chifley Square, Sydney NSW 2000 be appointed joint and several liquidators of the Fund (Liquidators).
7. Order, if and to the extent necessary, pursuant to section 532(2) of the Act and/or in the inherent jurisdiction of the Court, that leave be granted to the Liquidators to be appointed as liquidators of the Fund.
8. The Plaintiffs costs of this application are its costs in the winding up.
9. Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE



Signature	D. Cafarelli (L.S.)
Capacity	Chief Clerk
Date	6 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

Form 43
UCPR 36.11

D0001K9DM9

Issued: 11 May 2022 5:01 PM

JUDGMENT/ORDER

COURT DETAILS

Court	Supreme Court of NSW
Division	Equity
List	Equity General
Registry	Supreme Court Sydney
Case number	2021/00179305

TITLE OF PROCEEDINGS

First Applicant	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799

First

DATE OF JUDGMENT/ORDER

Date made or given	6 May 2022
Date entered	11 May 2022

TERMS OF JUDGMENT/ORDER

TERMS OF ORDERS

1. Pursuant to section 63 of the Trustee Act 1925 (NSW) (Trustee Act) it is the Court's opinion, advice and direction to New Custodian Trustee, as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 (Fund) trust (Custodian Trust), that it would be justified in:

(a) bringing proceedings to wind up the Fund in accordance with the draft originating process at pages 1 to 5 of the Exhibit CMC-5 to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 (Winding Up Proceedings);

(b) selling the property held under the Custodian Trust (Property); and

(c) transferring the sale proceeds of the Property and any other funds held by New Custodian Trustee under the Custodian Trust (Proceeds) to the liquidators of the Fund (Liquidators).

2. Order pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the Civil Procedure Act 2005 (NSW) (CPA) and/or rules 2.1 and 36.1 of the Uniform Civil Procedure Rules 2005 (NSW) (UCPR), that New Custodian Trustee is authorised to undertake the following course of action (Third Course of Action), to:

(a) bring the Winding Up Proceedings;
(b) provide notice (Third Notice) to current and past members of the Fund, creditors, claimants and contributories or potential creditors, claimants and contributories of the Fund and the persons who have been acting as officeholders on behalf of the Fund (Interested Persons) of:
(i) the orders made in respect of this application and any reasons for judgment;
(ii) the Winding Up Proceedings; and
(iii) any orders or directions made by the Court in the Winding Up Proceedings;
(c) issue the Third Notice by:
(i) sending the Third Notice to the email addresses of Interested Persons known to New Custodian Trustee;

(ii) sending the Third Notice to the postal addresses of Interested Persons known to New Custodian Trustee; and/or
(iii) publishing the Third Notice and the documents referred to in the Third Notice on the following website: https://www.kordamentha.com/creditors/apm-security-plan-sickness-accident-fund;
(d) sell the Property;
(e) to the extent necessary, bring proceedings seeking the Court's opinion, advice and direction in relation to the sale of any of the Property;
(f) transfer the net amount of the Proceeds to the Liquidators, after paying all expenses incurred in respect of the Third Course of Action and retaining such other amount as to New Custodian Trustee appears to be reasonably necessary for satisfying any other liability or contingent liability of the Custodian Trust; and
(g) obtain professional representation and advice for the purposes of sub-paragraphs (a) to (f) above.

3. Vary order 3 of the orders made by Ward CJ in Eq in these proceedings on 22 June 2021 (22 June 2021 Orders) to include (without limitation) the vesting of the following Property:

(a) cash assets held in the following bank accounts:
(i) bank accounts with Bank Australia for Customer Number 2055527 (in the name of APM Picnic Fund) (Picnic Fund Accounts), having numbers:
(A) 19238146; and
(B) 138010463.

4. Vary order 2(h) of the orders made by Ward CJ in Eq in these proceedings on 2 November 2021 (2 November 2021 Orders) by:

(a) replacing "St George Bank" with "Macquarie Bank Ltd";
(b) after the word "for" inserting the words "any account held in the name of, or associated with, the Fund (each an Existing Account) including without limitation"; and
(c) deleting the words "(each a Bank Australia Account)".

5. Vary order 2(i) of the 2 November 2021 Orders by replacing the words "Bank Australia Account" with "Existing Account".

6. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee is entitled to issue the report to Interested Persons dated 24 November 2020 (Report) without providing notice to Interested Persons of its intention to issue the Report in accordance with order 2(a)(ii) of the 2 November 2021 Orders.

7. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision not to provide notice to Interested Persons of its intention to issue the Report to Interested Persons in accordance with order 2(a)(ii) of the 2 November 2021 Orders.
8. Pursuant to section 81 of the Trustee Act, or alternatively sections 61 and 90 of the CPA and/or rules 2.1 and 36.1 of the UCPR, order, nunc pro tunc, that New Custodian Trustee be entitled to open an account (account number 289288003) with Macquarie Bank Limited (Macquarie Account).

9. Pursuant to section 85 of the Trustee Act, order that New Custodian Trustee be relieved from any personal liability for breach of trust in connection with New Custodian Trustee's decision to open the Macquarie Account.

10. Pursuant to section 7 of the Court Suppression and Non-publication Orders Act 2010 (NSW), on the grounds that the order is necessary to prevent prejudice to the proper administration of justice and otherwise necessary in the public interest and that public interest significantly outweighs the public interest in open justice, until further order of the Court, order that Confidential Exhibit “CMC-6” to the affidavit of Catherine Margaret Conneely sworn 24 March 2022 be kept confidential and not be provided or disclosed to any person other than:

(a) New Custodian Trustee and the officers and staff of KordaMentha; and
(b) the legal advisors of New Custodian Trustee.

11. Pursuant to section 93 of the Trustee Act, order that New Custodian Trustee's costs and expenses of and incidental to this application be paid on an indemnity basis out of the assets of the Trust.

12. Pursuant to section 59(4) of the Trustee Act, order that New Custodian Trustee's future remuneration and disbursements in connection with the Third Course of Action be paid from the assets of the Trust on an indemnity basis, as and when New Custodian Trustee considers appropriate, subject to paragraph 13 below.

13. Pursuant to section 90 of the Trustee Act, order that at least six months from the date hereof until further or other order, New Custodian Trustee make an application to the Court for review of its remuneration and disbursements paid in accordance with paragraph 12 above in the prior six month period.

14. Liberty to apply on three days' notice to the Corporations List Judge.

SEAL AND SIGNATURE



Signature	Chris D'Aeth
Capacity	Principal Registrar
Date	11 May 2022

If this document was issued by means of the Electronic Case Management System (ECM), pursuant to Part 3 of the Uniform Civil Procedure Rules (UCPR), this document is taken to have been signed if the person's name is printed where his or her signature would otherwise appear.

FURTHER DETAILS ABOUT Applicant(s)

First Applicant

Name	KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642981799
Address	Level 31 525S Collins Street MELBOURNE VIC 3000
Telephone	
Fax	
E-mail	
Client reference	

Legal representative

Name	Bernard Colin Walrut
Practicing certificate number	51098
Address	Level 11 5 Martin Place SYDNEY NSW 2000
DX address	
Telephone	
Fax	

Email	aaron.kam@ashurst.com
Electronic service address	aaron.kam@ashurst.com

FURTHER DETAILS ABOUT (s)

Confirmation
SELL

Macquarie Equities Limited
ABN 41 002 574 923
1 SHELLEY ST, SYDNEY NSW 2000
1800 501 562
wealth@macquarie.com



Participant of Australian Securities Exchange Group. Australian Financial Services Licence No.237504

SELL TRADE CONFIRMATION (Tax invoice)

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD <APM SECURITY PLAN SICKNESS & ACCIDENT FUND>
GPO BOX 2523
SYDNEY NSW 2001

Recorded Registration Details

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD,
GPO BOX 2523
SYDNEY NSW 2001

Security details

We have sold the following securities for you:
AMCOR PLC

Security details: Cdi 1:1 Foreign Exempt Nyse
Market Code: AMC

Trade Date	26-Sep-2022
Booking Date	26-Sep-2022
Settlement Date	28-Sep-2022
Trade Confirmation No.	22633235
Client Account No.	23350124
Advisor Name	Lachlan Latham

Order Completed

Holding Information:
PID: 2552

HIN: 0113242337

Quantity	Price	Amount
289,200	16.8193	$4,864,140.43

Brokerage(0.500%)	$24,320.70
GST	$2,432.07
Net Proceeds	**$4,837,387.66**

It is important that you keep this for your records and in particular for taxation purposes

Settlement

All documents and security holder information must be provided by 4pm AEST on 26/09/2022 (T date)

Notes section

This order was completed at multiple price points and only displaying average price

This transaction will be cleared and settled by Third Party Platform Pty Ltd. ABN 74 121 227 905

See over for terms and conditions of issue of this confirmation

STRICTLY CONFIDENTIAL

This confirmation is issued subject to the terms and conditions set out below to which you, the client agree to be bound:

Execution and transaction confirmation
Each order we execute for you, and transaction confirmation that we issue, is executed or issued subject to the Corporations Act, ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and ASX Settlements Operating Rules as amended from time to time, the directions, decisions and requirements of the ASX Group and the customs and usages of the market (collectively, 'Relevant Laws'). All transaction confirmations are issued subject to the correction of errors and omissions. You can access an overview of Macquarie Equities Limited's best execution obligation at www.macquarie.com.au/melbestexecution.

Settlement
You agree to settle transactions by the date shown on the confirmation and to deliver to us funds to cover any payment in respect of any Financial Products, any instruments or documents (collectively, 'Financial Instruments') by the date on the confirmation. We may buy or sell equivalent Financial Instruments at your expense to make good your default.

Interests and associations of MEL and other Macquarie Group companies
MEL is part of the Macquarie Group, which is a global provider of banking, financial advisory, investment and funds management services.
From time to time, your financial adviser may make a recommendation in relation to:

(a) a financial product which MEL, other companies in the Macquarie Group or their officers or employees (including your financial adviser) has invested, whether on their own account or on behalf of clients;
(b) a financial product that is issued or a service that is offered by MEL or another company in the Macquarie Group;
(c) securities in an entity for which MEL or another company in the Macquarie Group provides professional services, including as underwriter, dealer, broker, lender, trustee, custodian, responsible entity, fund manager or corporate financial adviser, and may receive fees, brokerage, commissions or other revenue and gains for acting in those capacities; or
(d) securities in an entity whose directors include a Macquarie Group staff member.

If your financial adviser is a representative of MEL or another company in the Macquarie Group, these activities do not affect your financial adviser's professional obligations to you as their client.
Macquarie Group's holdings of 1% or more in the listed entities, Macquarie Group's non-confidential corporate advisory and similar activities for listed, or to be listed, corporate clients and Macquarie staff member directorships can be viewed at macquarie.com.au/disclosures

Confirmation
SELL

Macquarie Equities Limited
ABN 41 002 574 923
1 SHELLEY ST, SYDNEY NSW 2000
1800 501 562
wealth@macquarie.com



Participant of Australian Securities Exchange Group. Australian Financial Services Licence No.237504

SELL TRADE CONFIRMATION (Tax invoice)

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD <APM SECURITY PLAN SICKNESS & ACCIDENT FUND>
GPO BOX 2523
SYDNEY NSW 2001

Recorded Registration Details

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD,
GPO BOX 2523
SYDNEY NSW 2001

Security details

We have sold the following securities for you:
ORORA LIMITED

Security details: Ordinary Fully Paid
Market Code: ORA

Trade Date	26-Sep-2022
Booking Date	26-Sep-2022
Settlement Date	28-Sep-2022
Trade Confirmation No.	22632402
Client Account No.	23350124
Advisor Name	Lachlan Latham

Order Completed

Holding Information:
PID: 2552

HIN: 0113242337

Quantity	Price	Amount
136,732	3.0700	$419,767.24
2,929	3.0750	$9,006.66
91,699	3.0600	$280,598.94
231,360	**3.0661**	**$709,372.84**
Brokerage(0.500%)		$3,546.86
GST		$354.69
Net Proceeds		**$705,471.29**

It is important that you keep this for your records and in particular for taxation purposes

Settlement

All documents and security holder information must be provided by 4pm AEST on 26/09/2022 (T date)

Notes section

This transaction will be cleared and settled by Third Party Platform Pty Ltd. ABN 74 121 227 905

See over for terms and conditions of issue of this confirmation

STRICTLY CONFIDENTIAL

This confirmation is issued subject to the terms and conditions set out below to which you, the client agree to be bound:

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Each order we execute for you, and transaction confirmation that we issue, is executed or issued subject to the Corporations Act, ASIC Market Integrity Rules, ASX Operating Rules, ASX Clear Operating Rules and ASX Settlements Operating Rules as amended from time to time, the directions, decisions and requirements of the ASX Group and the customs and usages of the market (collectively, 'Relevant Laws'). All transaction confirmations are issued subject to the correction of errors and omissions. You can access an overview of Macquarie Equities Limited's best execution obligation at www.macquarie.com.au/melbestexecution.

Settlement
You agree to settle transactions by the date shown on the confirmation and to deliver to us funds to cover any payment in respect of any Financial Products, any instruments or documents (collectively, 'Financial Instruments') by the date on the confirmation. We may buy or sell equivalent Financial Instruments at your expense to make good your default.

Interests and associations of MEL and other Macquarie Group companies
MEL is part of the Macquarie Group, which is a global provider of banking, financial advisory, investment and funds management services.
From time to time, your financial adviser may make a recommendation in relation to:

(a) a financial product which MEL, other companies in the Macquarie Group or their officers or employees (including your financial adviser) has invested, whether on their own account or on behalf of clients;
(b) a financial product that is issued or a service that is offered by MEL or another company in the Macquarie Group;
(c) securities in an entity for which MEL or another company in the Macquarie Group provides professional services, including as underwriter, dealer, broker, lender, trustee, custodian, responsible entity, fund manager or corporate financial adviser, and may receive fees, brokerage, commissions or other revenue and gains for acting in those capacities; or
(d) securities in an entity whose directors include a Macquarie Group staff member.

If your financial adviser is a representative of MEL or another company in the Macquarie Group, these activities do not affect your financial adviser's professional obligations to you as their client.
Macquarie Group's holdings of 1% or more in the listed entities, Macquarie Group's non-confidential corporate advisory and similar activities for listed, or to be listed, corporate clients and Macquarie staff member directorships can be viewed at macquarie.com.au/disclosures

Preston Rowe Paterson

International Property Consultants and Valuers



Residential Valuation Report

67 & 69 Victory Parade, Tascott NSW 2250

VALUATION REPORT



Property Address:	**67 & 69 Victory Parade, Tascott NSW 2250**
Instructing Client:	KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust
Purpose of Valuation:	Market Valuation and for no other purpose
Date of Valuation:	6 August 2021
PRP File Reference:	984474

Preston Rowe Paterson Newcastle & Central Coast Pty Ltd
ABN: 70 137 496 845

PO Box 48 WICKHAM NSW 2293
98 Hannell Street WICKHAM NSW 2293
Phone: 02 4922 0600
Fax: 02 4922 0688

PO Box 606 TERRIGAL NSW 2260
3/1 Campbell Crescent TERRIGAL NSW 2260
Phone: 02 4324 0355
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Email: newcastle@prp.com.au
Web: www.prp.com.au

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Associate Directors

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API Member No 81519
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TABLE OF CONTENTS

1.0 Executive Summary 4
2.0 Client/Instructing Party 7
3.0 Instructions 7
4.0 Date of Valuation 7
5.0 Photographs 7
6.0 Title Details 14
7.0 Location 17
8.0 Land and Site Details 18
9.0 Town Planning 19
10.0 Improvements 21
11.0 Environmental Details 24
12.0 Statutory Assessments 25
13.0 Market Evidence 26
14.0 Valuation Approach and Methodology 30
15.0 General and Market commentaries 32
16.0 Valuation Definitions 33
17.0 Goods and Services Tax Approach 33
18.0 Terms and Conditions 33
19.0 Market Value 38
20.0 Valuation Compliance Statement 38
21.0 Valuer Signatory 38
APPENDIX A Instructions 39
APPENDIX B Title Search 41
APPENDIX C Registered Plan 43
APPENDIX D Jetty Licence 46

1.0 EXECUTIVE SUMMARY

This Executive Summary must be read in context of and in conjunction with the full valuation report of which this Executive Summary forms part. All comments, terms and conditions contained in the full valuation report relate directly to this Executive Summary.

Property Address:	67 & 69 Victory Parade, Tascott NSW 2250
Date of Inspection:	6 August 2021
Date of Valuation:	6 August 2021
Instructing Client:	KordaMentha Shelf Co (APMSPSAF) Pty Ltd as Trustee for APM Security Plan Sickness & Accident Fund Trust
Instructions:	To assess the Market Value of the subject property.
Purpose of Valuation:	Market Valuation and for no other purpose
Basis of Valuation:	Market Value subject to Vacant Possession – As Is as at Inspection Date
Interest to be Valued:	Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions and Specific Assumptions Terms and Conditions as noted in this report.
Property Description:	67 Victory Parade consists of a circa 1930 clad and metal roofed dwelling which has been divided two create two separate occupancy areas. Each unit consists of a kitchen, living room, 1 bedroom and 1 bathroom. The dwelling is situated on a 719 square metre allotment with approximately 14 metres of absolute waterfrontage on the Brisbane Waterway. Additional improvements include a front verandah, side porch and storage shed. 69 Victory Parade consists of a circa 1930 brick and tile roofed dwelling which consists of a kitchen, living room, 2 bedrooms and 1 bathroom. The dwelling is situated on a 708 square metre allotment with approximately 14 metres of absolute waterfrontage on the Brisbane Waterway. Additional improvements include a front verandah, rear porch 1 single garage and single carport.
Land Area:	67 Victory Parade – 708.2 m^2 plus domestic waterfront jetty licence defined as 90 m^2 69 Victory Parade – 708.2 m^2
Building Areas:	
67 Victory Parade	Dwelling - 129 m^2 Verandah – 17 m^2 Porch – 26 m^2 Storage shed – 20 m^2
69 Victory Parage	Dwelling – 80 m^2 Porch – 18.6 m^2 Verandah – 14 m^2 Garage – 21 m^2 Carport – 12 m^2
Registered Proprietor:	PP New Pty Ltd

Title Details:	Description	Lot	Plan	Folio
	Freehold	Lots 15 & 16	DP 9417	15/9417 & 16/9417

Encumbrances:	1. Reservations and conditions in the Crown Grant(s) 2. A621201 - Covenant
Zoning:	R2 Low Density Residential under *Gosford Local Environmental Plan (LEP) 2014*
Local Government Area:	Central Coast Council
Details of Last Sale:	N/A
Valuation Approach:	Direct comparison
Market Value – 67 Victory Parade:	**Market Value subject to Vacant Possession - As Is** **$2,050,000 (Two Million and Fifty Thousand Dollars)**
Market Value – 69 Victory Parade:	**Market Value subject to Vacant Possession - As Is** **$1,550,000 (One Million Five Hundred and Fifty Thousand Dollars)**
Valuation Compliance Statement:	Preston Rowe Paterson Newcastle & Central Coast confirms that: • The statements of fact presented in this report are correct to the best of the Valuer's knowledge. • The analyses and conclusions are limited only by the reported assumptions, terms and conditions. • The Valuer has no interest in the subject property. • The Valuer's fee is not contingent upon any aspect of the report. • The valuation was performed in accordance with an ethical code and performance standards. • The Valuer has satisfied professional education requirements. • The Valuer has experience in the location and category of the property being valued. • The Valuer has made a personal inspection of the property. • No one, except those specified in this report, has provided professional assistance in preparing the report. • We confirm that neither Preston Rowe Paterson Newcastle & Central Coast nor any of its Directors or employees has any pecuniary interest that could conflict with the proper valuation of this property.
Critical Assumptions	• It is our recommendation that the Crown domestic waterfront jetty licence that benefits 67 Victory Parade only should be reconfigured as a shared licence between both 67 and 69 Victory Parade in order to maximise the value of both properties together; • That the land areas and boundaries denoted on the Title Plan are true and correct; • That the land is not subject to any encroachments or onerous restrictions on use or enjoyment; • That the land does not require any contamination remediation works; • That all structural improvements on the land are wholly within the Title boundaries; • That the buildings have been constructed in accordance with the Building Code of Australia and are not subject to any structural design defects, asbestos issues or pest infestation; • That the measurements denoted herein have been based on our own measurements. The valuer is not a licenced surveyor. If measurements obtained by a licenced surveyor reveal otherwise, we reserve the right to review the valuation; • That owner's advice on the property can be relied upon to be true and correct; • That we have been provided with all information about the property known to the client, which might reasonably be expected to affect its valuation;

	• In the course of this valuation we have relied upon third party provided information which we have assumed to be correct.
Recommendations	• It is our recommendation that the Crown domestic waterfront jetty licence that benefits 67 Victory Parade only should be reconfigured as a shared licence between both 67 and 69 Victory Parade in order to maximise the value of both properties together; • It is our assessment that the highest and best value for both properties is that they are sold individually and separately. However given that there is a possibility that a potential purchaser may want both properties together to develop a larger dwelling that the property should be offered either in one line or one after the other in order to allow for the possibility of a purchaser wanting to buy both together.

Valuer Signatory

Reliance on this report should only be taken upon sighting the original document that has been signed by the Inspecting Valuer who has undertaken this valuation. The Counter Signatory or Director has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Newcastle & Central Coast. The Counter Signatory or Director has not inspected the property or the comparable sales and rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared this valuation report.

Valuer who has undertaken this valuation	**Counter Signatory / Director**
Matthew Stanton, Property Valuer	Colin Pugsley, Director
BSc MRICS AAPI CPV, API Member No 105087	B.Ec B.Bus (Land Ec) MBA, FAPI CPV, API Member No 68496





2.0 CLIENT/INSTRUCTING PARTY

Instructing Client:	KordaMentha Shelf Co (APMSPSAF) Pty Ltd as Trustee for APM Security Plan Sickness & Accident Fund Trust

3.0 INSTRUCTIONS

Date of Instruction:	30 July 2021
Property Address:	67 & 69 Victory Parade, Tascott NSW 2250
Interest to be Valued:	Fee Simple with Vacant Possession subject to the Critical Assumptions, Terms and Conditions and Specific Assumptions Terms and Conditions as noted in this report.
Purpose of Valuation:	Market Valuation purposes and for no other purpose
Basis of Valuation:	Market Value subject to Vacant Possession – As Is as at Inspection Date
Special Instructions:	*Please see appendices for a copy of our instructions.*

4.0 DATE OF VALUATION

Date of Valuation:	6 August 2021
Date of Inspection:	6 August 2021

5.0 PHOTOGRAPHS



67 Victory Front



69 Victory Front



67 Victory



67 Victory



69 Victory



Water frontage



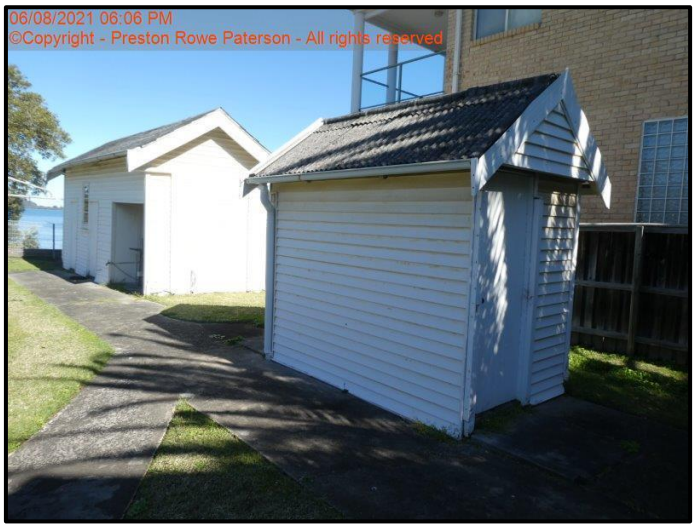
69 Victory



Water frontage



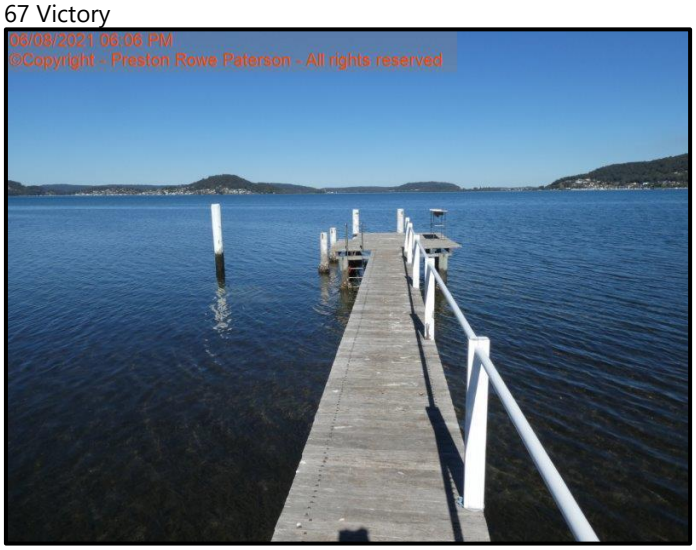
67 Victory



67 Victory



Pier



Pier



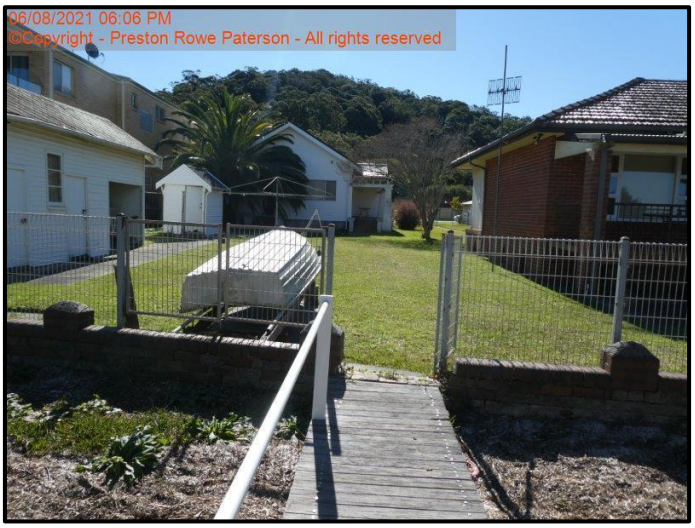
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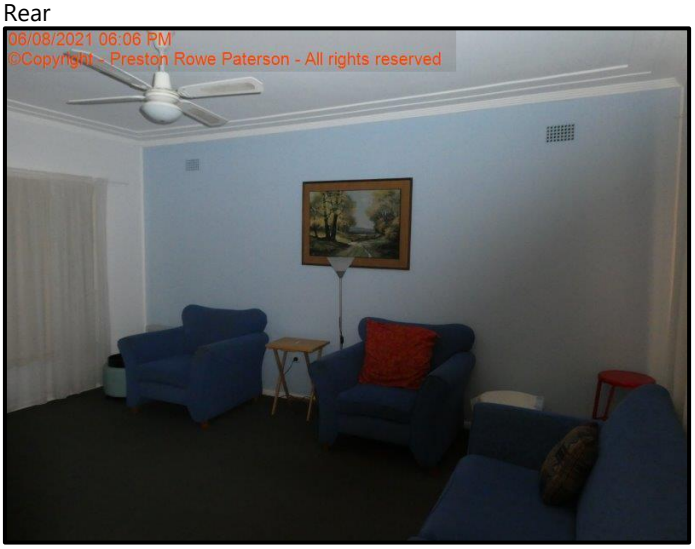
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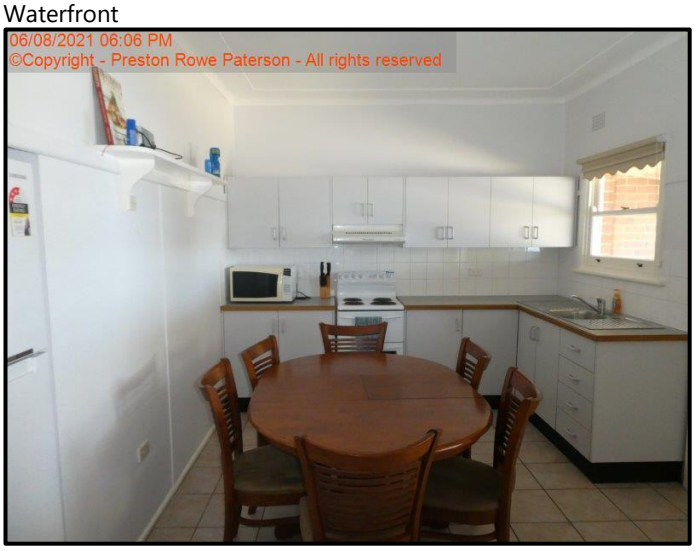
Rear



Waterfront



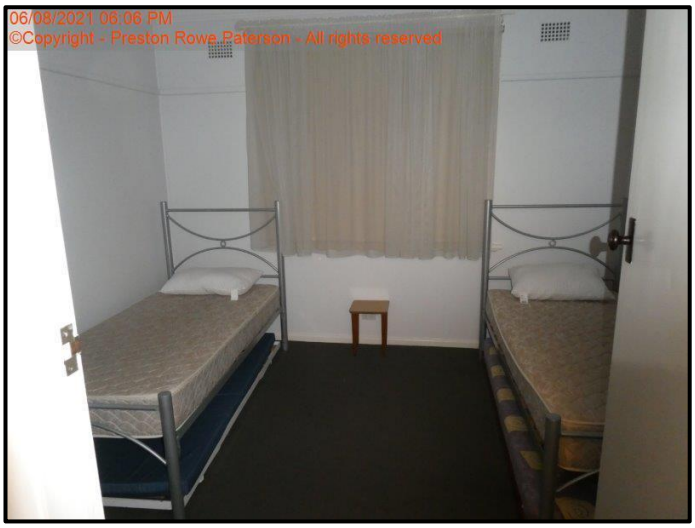
69 Victory



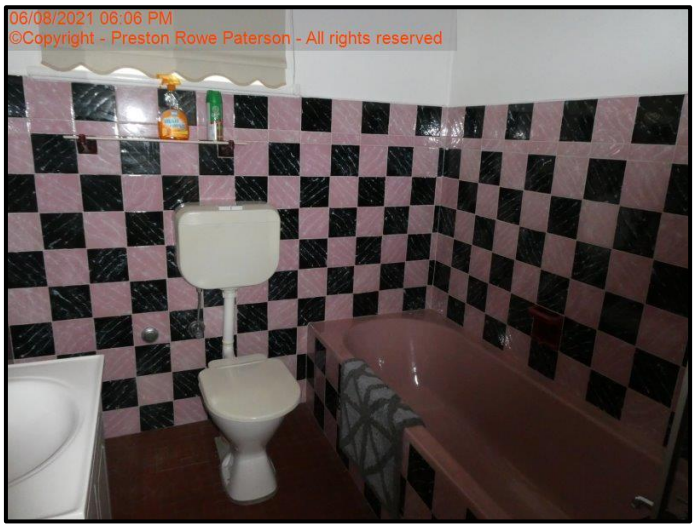
69 Victory



69 Victory



69 Victory



69 Victory



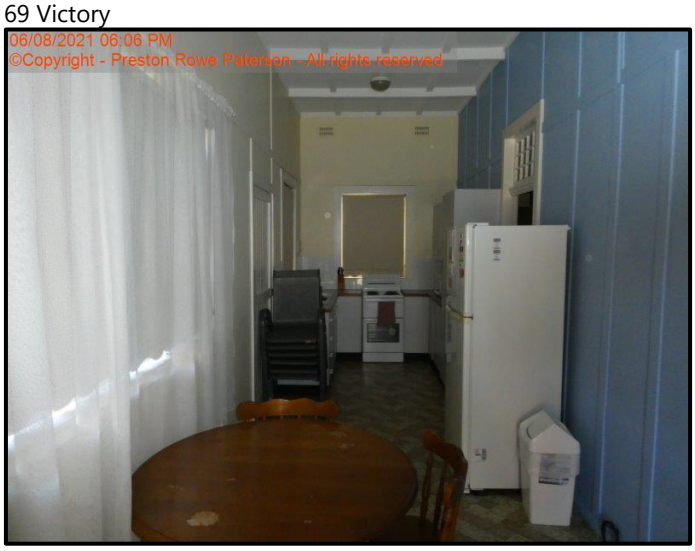
67 Victory - Storage shed



69 Victory



Other



67 Victory



67 Victory



67 Victory



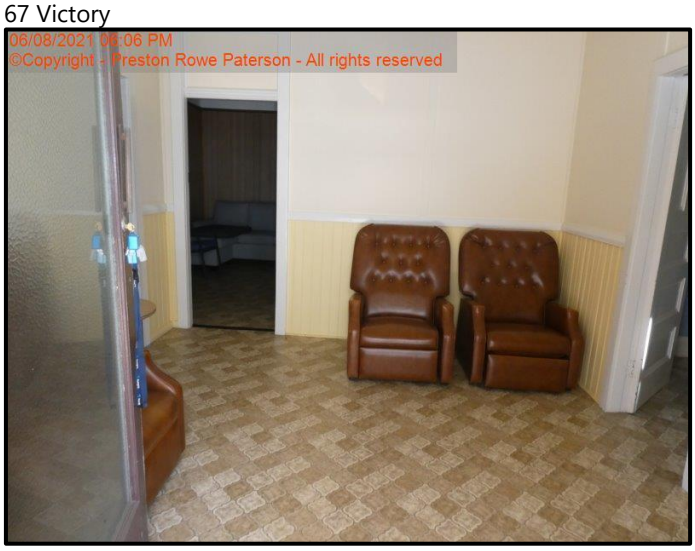
67 Victory



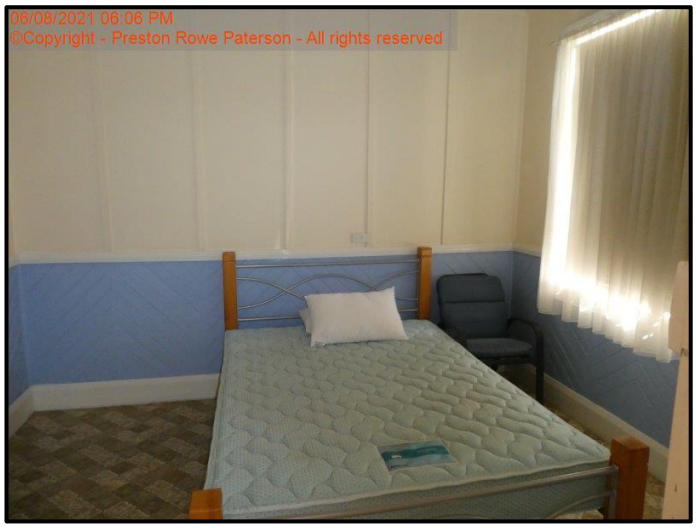
67 Victory



67 Victory



67 Victory



67 Victory



67 Victory



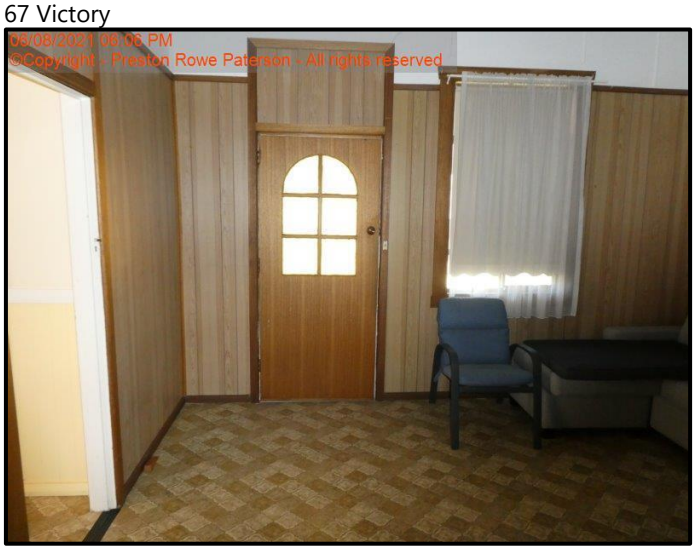
67 Victory



67 Victory



67 Victory



67 Victory

6.0 TITLE DETAILS

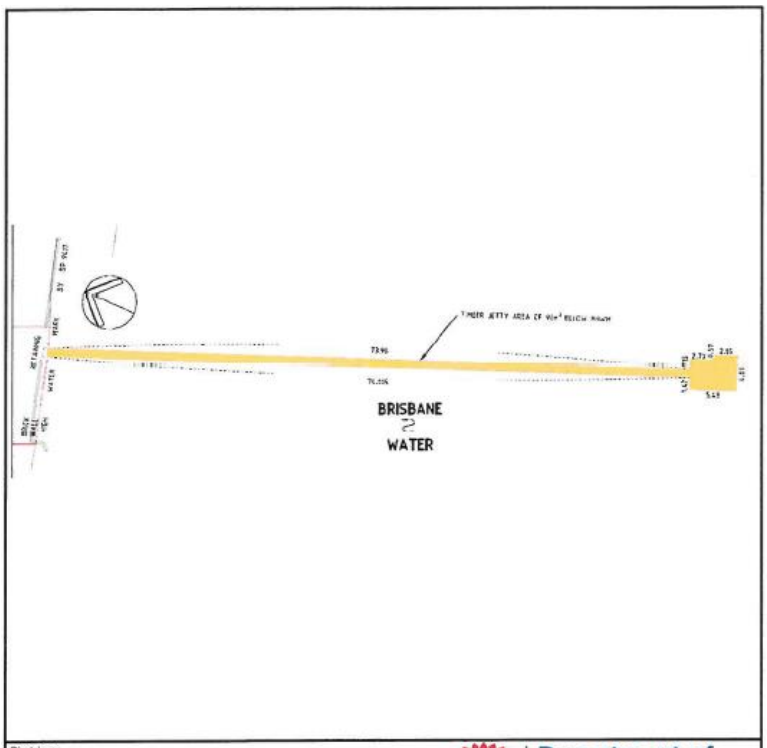
Title Search:	26 May 2021

Title details based on our Title search are summarised as follows: -

DESCRIPTION	LOT	PLAN	FOLIO
Freehold – 67 Victory Parade	Lot 16	DP 9417	16/9417
Freehold – 69 Victory Parade	Lot 15	DP 9417	15/9417

Registered Proprietor:	PP New Pty Ltd
Encumbrances:	1. Reservations and conditions in the Crown Grant(s) 2. A621201 - Covenant
Leases Registered on Title:	Nil
Crown Domestic Waterfront Licence No. 560360	This DWF Licence is for the benefit of 67 Victory Parade only. This Licence and jetty structure that sits within the defined licence area is of considerable value both individually and as a shared jetty. It is our recommendation that this Crown Domestic Waterfront Licence be converted to a shared licence that benefits both 67 and 69 Victory Parade. This should be possible by application to Crown Lands, and would add considerably value to 69 Victory Parade and only marginally reduce the value of 67 Victory Parade.

Please see appendices for a copy of our title and plan searches.

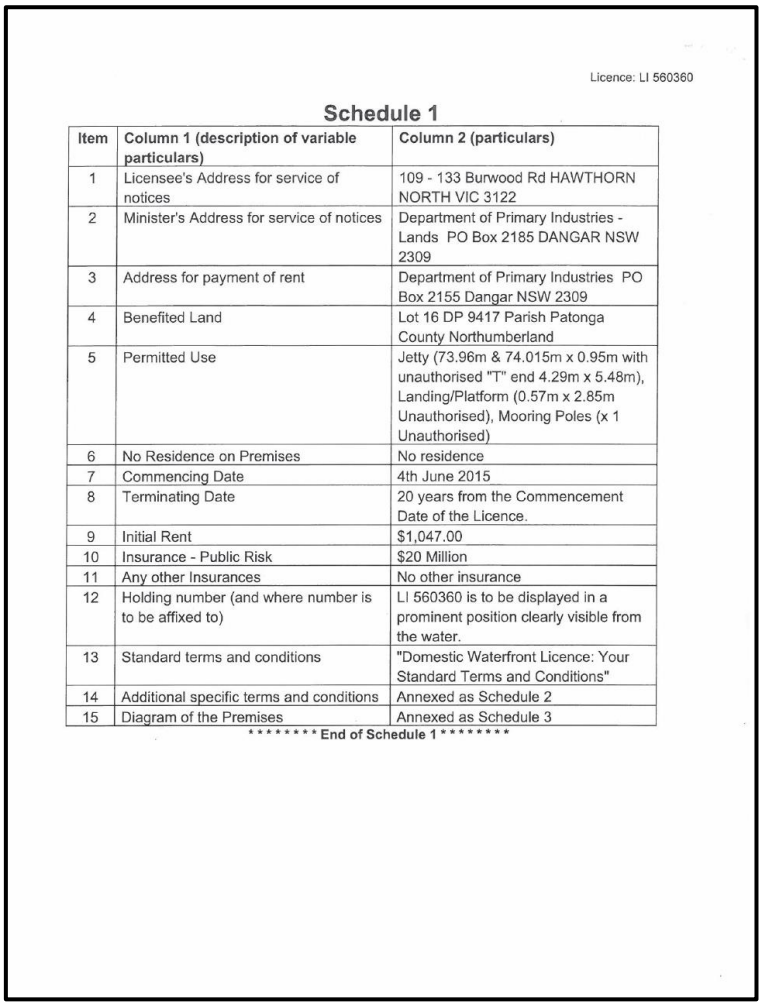


Disclaimer:
The information contained in this map has been provided in good faith. Whilst all effort has been made to ensure accuracy and completeness of this information, the data providers take no responsibility for errors or omissions or any loss or damage that may result from the use of this information. Copyright: NSW Trade & Investment, 2012

NSW GOVERNMENT Department of Primary Industries Lands

LOCALITY DETAILS:	DIAGRAM SHOWING Licence: 560360		
Parish: Patonga County: Northumberland Lands Office: Maitland Land District: Gosford Local Government Area: Gosford Locality: Tascott	FILE:	16/01537	
	BENEFITTING		
	LOT: 16	Sec:	DP: 9417
	KNOWN AS	67 VICTORY PDE TASCOTT NSW 2250	
	TOTAL AREA	90M2	
REDUCTION RATIO: NOT TO SCALE	DATE	1/03/2016	

Jetty Licence



Licence: LI 560360

Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Licensee's Address for service of notices	109 - 133 Burwood Rd HAWTHORN NORTH VIC 3122
2	Minister's Address for service of notices	Department of Primary Industries - Lands PO Box 2185 DANGAR NSW 2309
3	Address for payment of rent	Department of Primary Industries PO Box 2155 Dangar NSW 2309
4	Benefited Land	Lot 16 DP 9417 Parish Patonga County Northumberland
5	Permitted Use	Jetty (73.96m & 74.015m x 0.95m with unauthorised "T" end 4.29m x 5.48m), Landing/Platform (0.57m x 2.85m Unauthorised), Mooring Poles (x 1 Unauthorised)
6	No Residence on Premises	No residence
7	Commencing Date	4th June 2015
8	Terminating Date	20 years from the Commencement Date of the Licence.
9	Initial Rent	$1,047.00
10	Insurance - Public Risk	$20 Million
11	Any other Insurances	No other insurance
12	Holding number (and where number is to be affixed to)	LI 560360 is to be displayed in a prominent position clearly visible from the water.
13	Standard terms and conditions	"Domestic Waterfront Licence: Your Standard Terms and Conditions"
14	Additional specific terms and conditions	Annexed as Schedule 2
15	Diagram of the Premises	Annexed as Schedule 3

******** End of Schedule 1 ********

Jetty Licence

Title and Easements Statement

Title & Easements

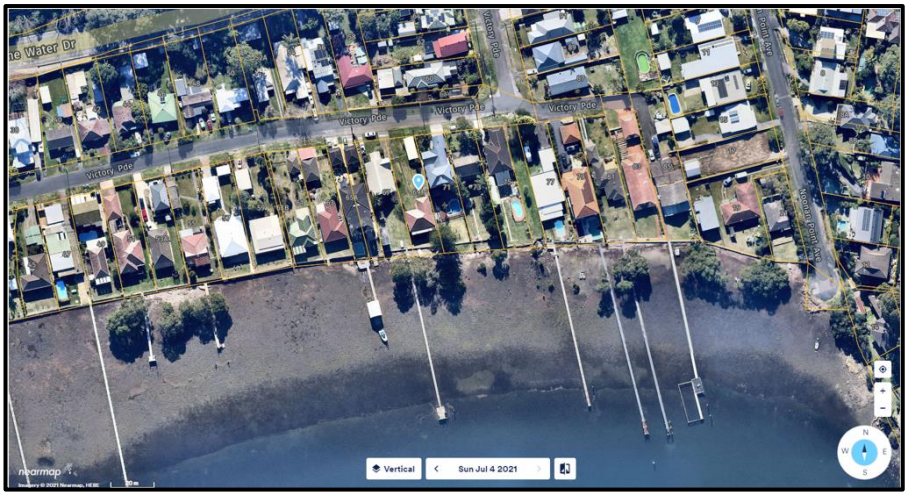
We have relied on a copy of title (s) which were searched on 26 May 2021. Should any notations have been placed on title since the date of search which affect the Valuation or Valuation Services We reserve the right to reconsider our valuation findings herein.

This valuation has been prepared on the understanding that no notations, encumbrances, easements, rights of way or encroachments exist by or on the subject property other than those detailed herein. We have not sighted boundary markers and for the purposes of this valuation, have assumed that all improvements have been erected within the legal confines of the land and that no adjoining improvements encroach onto the boundaries.

7.0 LOCATION

Physical Location:

The subject property is located on the southern side of Victory Parade in the suburb of Tascott.



Nearmap image

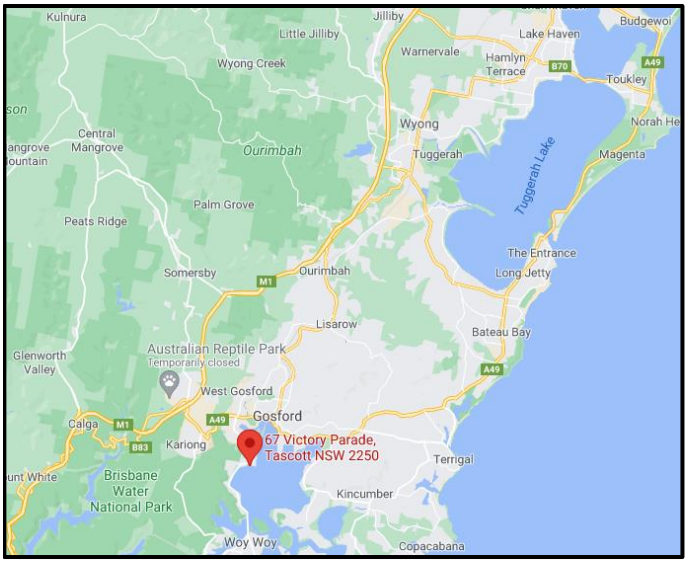
Neighbourhood & Surrounding Development:

The property is well located to local facilities and services, including shops, schools, parks and reserves and public transport networks. The subject property has direct exposure to a designated local road. A local road is one that is designated to accommodate local traffic.

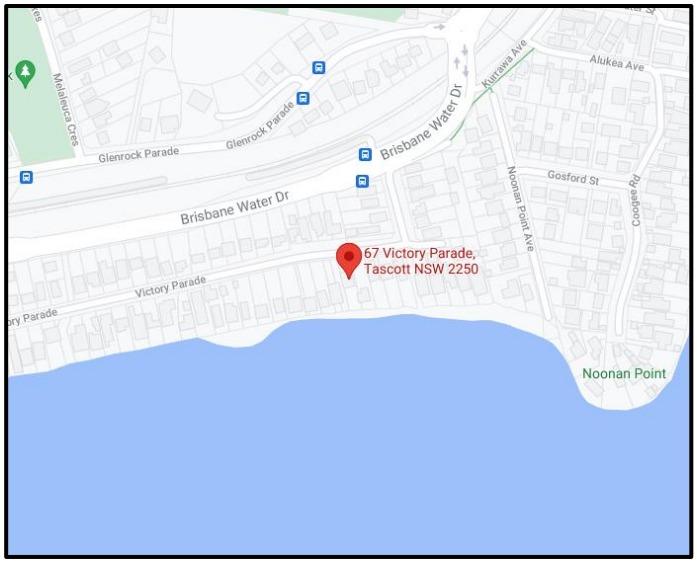
Proximity to Amenities

AMENITY	NAME	DIRECTION	DISTANCE
Local Shops	Gosford CBD	North	6.9 KM
Public Transport	Tascott Rail Station	West	2.2 KM
Road Linkages	M1 Motorway	North West	9.3 KM

Location Maps



General Area Location Map
(Source: www.google.com.au/maps)



Local Area Location Map

8.0 LAND AND SITE DETAILS

The land is briefly described as follows: -

PARCEL	FRONTAGE	DEPTH	AREA	SHAPE
67 Victory Parade	13.6 / 13.7 metres	15.2 / 15.5 metres	708.2 m^{2*}	Regular
69 Victory Parade	13.7 / 13.8 metres	55.5 56.7 / metres	708.2 m^2	Regular

*67 Victory Parade currently has the benefit of a Crown domestic waterfront licence (see above) for a single share interest in an attached jetty which is defined as 90 square metres in addition to the above allotment size.

Site Identification:	Street address
Site Description:	Regular shaped, generally level, adjoining allotments with absolute water frontage onto Brisbane Waterway
Topography:	The site is generally level
Aspect:	North facing to the street and south facing to the waterfront
Roads:	Victory Parade at this location comprises a bitumen sealed road with no footpaths and earthen drains
Access:	Direct from Victory Parade with concrete crossover and driveways
Services:	Electricity, town water, sewer and telephone
Site Contamination:	North
Environmental Issues:	Flood prone land

Land and Site Statement

Site Description – Environmental Risks

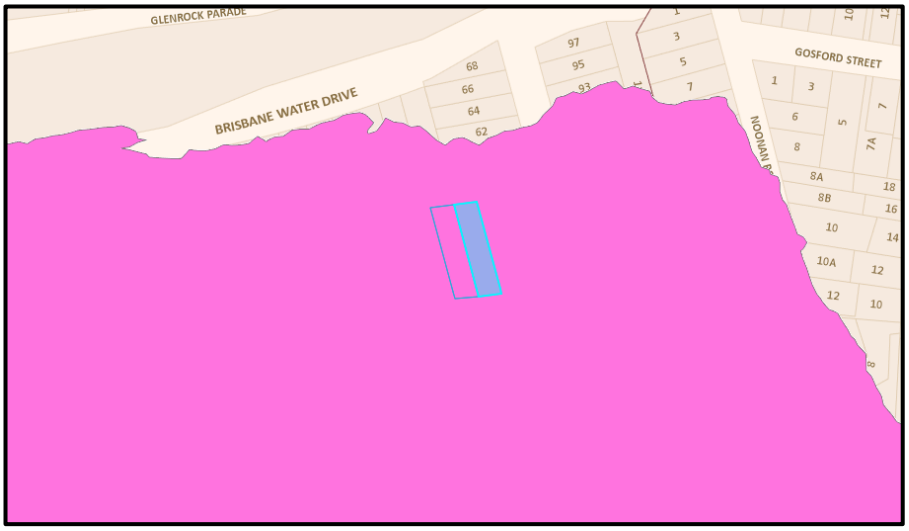
You acknowledge that We have endeavoured to comment on all areas of Environmental concern based on Our superficial inspection of the property. An actual environmental audit may reveal matters that affect Our valuation herein that were not readily discernible at the time of inspection. In such an event, We reserve the right to reconsider our Valuation figure herein.

You acknowledge and recognise that We are not expert in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavoured to superficially identify all matters of environmental concern and the effect they might have on the value of the property. However, We will not be held liable nor responsible for any failure to identify all such matters of environmental concern and the impact, which any environmental related issue has on the property and its value including loss arising from site contamination; or the non-compliance with any environmental laws; or costs associated with the clean up of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean up costs pursuant to the relevant Environmental Protection Act.

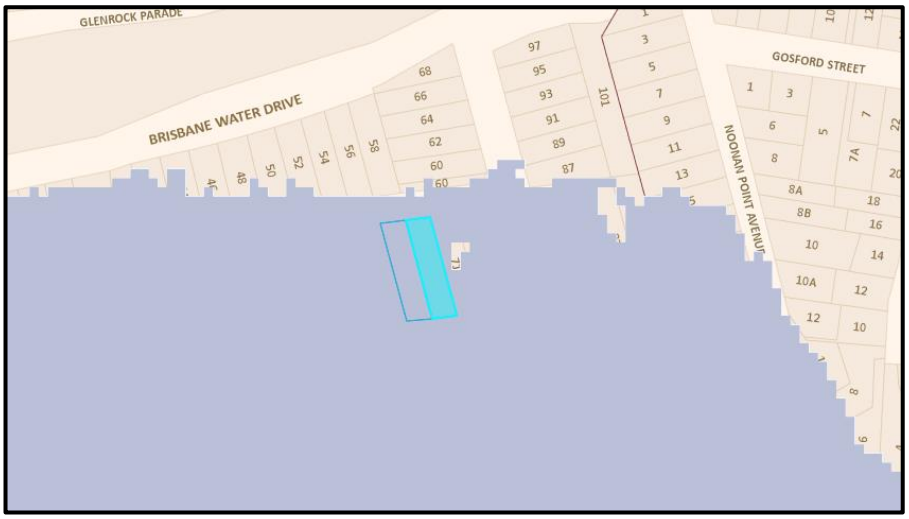
9.0 TOWN PLANNING

Town Planning details which we have obtained from our enquiries are summarised as follows: -

Local Government Area:	Central Coast Council
Zoning:	R2 Low Density Residential
Planning Scheme:	Gosford Local Environmental Plan 2014
Zoning Objectives:	• *To provide for the housing needs of the community within a low density residential environment.* • *To enable other land uses that provide facilities or services to meet the day to day needs of residents.* • *To ensure that development is compatible with the desired future character of the zone.* • *To encourage best practice in the design of low-density residential development.* • *To promote ecologically, socially and economically sustainable development and the need for, and value of, biodiversity in Gosford.* • *To ensure that non-residential land uses do not adversely affect residential amenity or place demands on services beyond the level reasonably required for low-density housing.*
Overlays	Flood prone land



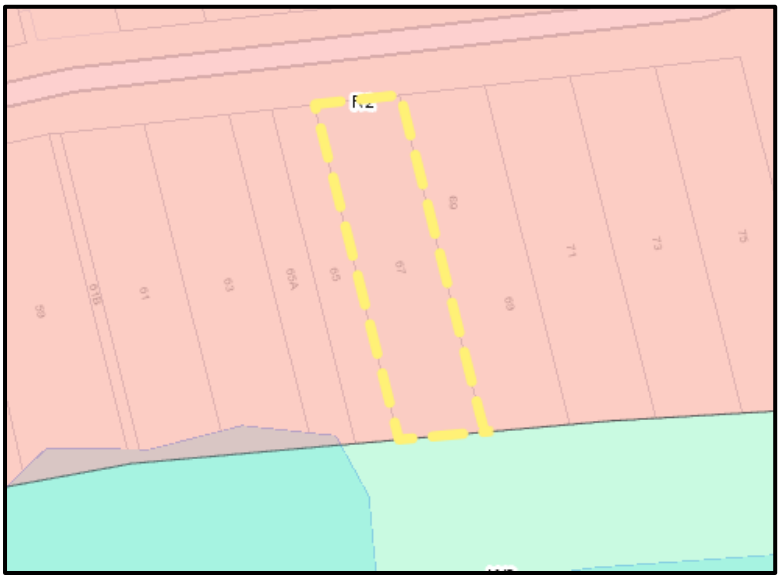
Flood precincts map



1:100 Year Flood map

Permissible Land Uses:	**2 *Permitted without consent*** *Home occupations; Recreation areas* ***3 Permitted with consent*** *Bed and breakfast accommodation; Boarding houses; Boat sheds; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture* ***4 Prohibited*** *Any development not specified in item 2 or 3*
Land Use Conformity:	Conforms with zoning
Heritage Notations:	None evident
Environmental Notations:	Flood prone land (Precinct 2 – Flood Planning Area)

Zoning Map



Source: NSW Planning Portal

Town Planning Statement

Town Planning

You acknowledge that information has been obtained verbally from representatives of the Central Coast Council or the Council's website and this valuation is issued on the understanding that such information is correct. The Town Planning information should be checked by You by the obtaining of the relevant certificate from the Planning Consent Authority. We will not assume any liability or negligence for our reliance on the Local Authority's verbal advice or information obtained from its website

10.0 IMPROVEMENTS

Overview – 67 Victory Parade

Property Description:	The property consists of a circa 1930 clad and metal roofed dwelling which has been divided two create two separate occupancy areas. Each unit consists of a kitchen, living room, 1 bedroom and 1 bathroom. The dwelling is situated on a 708.2 square metre allotment with approximately 13.72 metres of absolute water frontage on the Brisbane Waterway. The water frontage at this point is considered relatively shallow and tidal with mud flats and some mangroves near the foreshore. Additional improvements include a front verandah, side porch and storage shed.

Main Improvements

Current Use:	Residential

Floor Areas

The approximate building areas are as follows:

IMPROVEMENT TYPE	DESCRIPTION	AREA M2	IPMS
Main Improvements:	Dwelling	129	IPMS - 3A Residential
Storage shed:	Detached	20	IPMS - 3A Residential
Outdoor Areas:	Porch/Verandah	43	IPMS - 3A Residential

The measurements taken by the Valuer accord with the noted measurement standard as specified in the International Property Measurement standards as at the date of our instructions.

Style and Design

Description:	Conventional

Construction

Construction of the main improvements is summarised as follows:

Floor:	Timber
External Walls:	Clad
Windows:	Timber
Roofing:	Metal
Internal Linings:	Fibrous sheeting

Accommodation, Finishes, Fixtures & Fittings and PC Items

Accommodation:	2 bedroom, 2 bathroom, kitchen, living, meals and external laundry
Finishes:	Original fitout with high ceilings
Fixtures & Fittings:	Polished timber and carpet floors, Laminate counters and cupboards, single stainless steel sink
PC Items:	Original quality and dated PC Items. Kitchen: with laminate benchtops, electric cooktop, single stainless steel sink. Bathroom: shower recess, single sinks, single flush low down suite. Bathroom 2: shower recess, single sinks, single flush low down suite.

Condition

Internal:	Average
External:	Average

Other Buildings and Improvements

Description:	Storage shed and external laundry

Overview – 69 Victory Parade

Property Description:	69 Victory Parade consists of a circa 1930 brick and tile roofed dwelling which consists of a kitchen, living room, 2 bedrooms and 1 bathroom. The dwelling is situated on a 708.2 square metre allotment with approximately 13.72 metres of absolute water frontage on the Brisbane Waterway. The water frontage at this point is considered relatively shallow and tidal with mud flats and some mangroves near the foreshore. Additional improvements include a front verandah, rear porch 1 single garage and single carport. The adjoining property at 71 Victory Parade includes a substantial Norfolk Pine tree that is located within the south-western corner of that property which substantially overhangs the subject 69 Victory Parade and would be an impediment to both the outlook and possible development options for this site.

Main Improvements

Property Type:	Residential
Current Use:	Residential

Floor Areas

The approximate building areas are as follows:

IMPROVEMENT TYPE	DESCRIPTION	AREA M2	IPMS
Main Improvements:	Dwelling	80	IPMS - 3A Residential
Car Accommodation:	Single garage/Carport	33	IPMS - 3A Residential
Outdoor Areas:	Verandah/porch	31	IPMS - 3A Residential

The measurements taken by the Valuer accord with the noted measurement standard as specified in the International Property Measurement standards as at the date of our instructions.

Style and Design

Description:	Conventional

Construction

Construction of the main improvements is summarised as follows:

Floor:	Timber
External Walls:	Brick Veneer
Windows:	Timber/Aluminium
Roofing:	Concrete Tile
Internal Linings:	Fibrous sheeting

Accommodation, Finishes, Fixtures & Fittings and PC Items

Accommodation:	2 bedroom, 1 bathroom, kitchen, living, meals and external laundry
Finishes:	Original fitout with high ceilings
Fixtures & Fittings:	Polished timber and carpet floors, Laminate counters and cupboards, single stainless steel sink
PC Items:	Original quality and dated PC Items. Kitchen: with laminate benchtops, electric cooktop, single stainless steel sink. Bathroom: shower recess, single sinks, single flush low down suite.

Condition

Internal:	Fair
External:	Fair

Other Buildings and Improvements

Description:	Single garage and single carport

10.01 Improvements Statement

Building Compliance

It has been assumed that all improvements to the property comply with the Building Code of Australia except as detailed herein. Certain aspects of the improvements may not comply. No Certificate of Compliance has been obtained.

Structural Survey

We emphasise that this report is for valuation purposes only and that it is not and should not be construed to be a structural survey.

Pest Survey

No enquiries or examination of any property or of any improvements erected thereon, has been made for any sign of timber infestation, building defect or asbestos. Unless stated within our report, our inspection did not indicate there was any obvious evidence of pest activity, building defect or asbestos. Preston Rowe Paterson are not experts in identifying pest infestations, unobvious building defects or asbestos and recommend that a certificate or report be obtained from an industry qualified inspector to confirm the current status of same. If the property is found to be impacted by pest infestation, building defect or asbestos, the cost of treatment and or rectification of damage or replacement of materials should be determined by the relevant industry professionals. We reserve the right to reconsider our valuation should the property be impacted by pest infestation, building defect or asbestos.

Asbestos

With regard to Asbestos, We advise that the majority of the existing improvements were constructed pre-31 December 2003 and asbestos material may have been used in some part of the construction of the property. An Asbestos Register was not sighted and the Valuer is unaware of an Asbestos Management Plan being in place for this property. Asbestos left in situ poses little threat to humans if in reasonably well kept condition. If asbestos is of concern to the reader, We recommend they engage the services of an asbestos consultant and should their investigations confirm evidence of asbestos, We reserve the right to review our opinion of value.

Plant & Equipment

We are not building services engineers and have not undertaken engineering inspections or taken advice on any of the plant and equipment and We therefore take no responsibility for the condition or suitability thereof.

11.0 ENVIRONMENTAL DETAILS

11.01 Environmental Hazards

Bushfire	None apparent based upon our enquiries, investigations and physical inspection
Drainage	None apparent based upon our enquiries, investigations and physical inspection
Flooding / Inundation	Our enquiries, investigations and physical inspection identified this property to be within an area with known flooding / inundation issues.
Mine Subsidence	Our enquiries, investigations and physical inspection identified this property to be within an area with known mine subsidence issues.
Environmental Hazards Comment	Based on our enquiries, investigations and physical inspection, we did not identify any significant environmental hazard risk issues considered to negatively effect the marketability or market value of this property. Should our instructing client and or any reliant party have a concern about the possibility or extent of environmental hazard issues negatively impacting on the marketability or market value of the subject property, then we recommend same commission an independent environmental hazard report from a suitably qualified professional and to refer this valuation report and opinion of market value back to the valuer for review if environmental hazard issues are identified in this independent report. In the interim, our valuation report and opinion of market value has been issued on the basis there are no hazardous environmental issues that negatively effect the marketability or market value of this property.

11.02 Site Contamination

Current Use	Our enquiries, investigations and physical inspection did not identify any current onsite industrial processes that involved the use of chemicals or hazardous materials
Historical Use	Our enquiries, investigations and physical inspection did not identify any previous noxious or potentially contaminating use of the property
Neighbouring Land Use	Nothing of concern, adjoining residential area
Site Contamination Comment	Our physical inspection did not reveal any obvious signs of site contamination. Further to this, the site is not listed on our state Environmental Protection Authority/Department (EPA) Contaminated Land Management record of notices available on their website. This record only contains known contaminated sites and does not necessarily imply that the site is not contaminated. To the best of our knowledge, inquiry and site inspection, there is no other visual or recorded evidence of past or present site-specific or nearby contamination that on current general information would have any adverse effect on the marketability or value of the property. We stress that we are not experts in contamination matters. Should the authorised user of the valuation experience concern about the possibility or extent of contamination, it may be prudent to commission an environmental audit from an appropriately qualified person, referring the valuation back to us for review if contamination is revealed, in the interim, our valuation has been made on the basis of no site contamination.

11.03 Asbestos

Were Asbestos Materials Identified at Inspection?	The age of the improvements is such that various asbestos materials would have been used widely in the construction of the dwellings and sheds. Asbestos sheeting and roofing was noted, however all of these materials are in-situ.
Asbestos Comment	Given the age of the improvements various asbestos materials would have been widely used in the construction. The sales of dwellings within the Central Coast area with various asbestos products used in the construction occurs frequently and widely throughout the Central Coast. It is our understanding that purchasers are generally cognisant of asbestos type materials being used for various dwellings and sheds and that sales prices should reflect this consideration.

11.04 Environmental Overview

Environmental Comment	Based on our enquiries, investigations and physical inspection, we noted the following environmental hazards. • Asbestos materials used in the construction of the improvements; and • Both properties are fully flood liable and unlikely to meet current floor height requirements for habitable areas within the dwellings. Building and contents insurance may be more difficult for dwellings with floor heights below the designated flood levels. Should our instructing client and or any reliant party have a concern about the possibility or extent of environmental hazards, site contamination or asbestos issues, it may be prudent to commission an environmental audit report from an appropriately qualified person, referring this valuation report and opinion of market value back to the Valuer for review if environmental hazards, site contamination or asbestos issues are revealed. In the interim, our valuation report and opinion has been made on the basis of no environmental hazards, site contamination or asbestos issues.

11.05 Environmental Statement

Site Description – Environmental Risks

You acknowledge that We have endeavoured to comment on all areas of Environmental concern based on Our superficial inspection of the property. An actual environmental audit may reveal matters that affect Our valuation herein that were not readily discernible at the time of inspection. In such an event, We reserve the right to reconsider our Valuation figure herein.

You acknowledge and recognise that We are not expert in identifying environmental hazards and compliance requirements affecting properties. We have, however, endeavoured to superficially identify all matters of environmental concern and the effect they might have on the value of the property. However, We will not be held liable nor responsible for any failure to identify all such matters of environmental concern and the impact, which any environmental related issue has on the property and its value including loss arising from site contamination; or the non-compliance with any environmental laws; or costs associated with the clean up of a property in which an environmental hazard has been recognised, including action by the relevant Environmental Protection Authority to recover clean up costs pursuant to the relevant Environmental Protection Act.

12.0 STATUTORY ASSESSMENTS

12.01 Rates

Rating Authority	Central Coast Council
Relevant Assessment Date	1 July 2019 – General Valuation Year for rates
Site Value	67 Victory Parade - $880,000 69 Victory Parade - $867,000

Note: We advise the above statutory values are assessed under Statutory criteria and may not reflect Market Value.

13.0 MARKET EVIDENCE

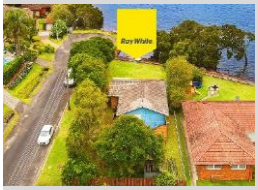
With consideration of the Valuation Approach/'s following, and in support of our assessment of the market value for the subject property, we have had regard to the following market evidence.

13.01 Sales Evidence Detail

A more detailed review of the most comparable sales evidence from the above table is provided below.

Sale Property 1	19 Victory Parade, Tascott NSW 2250
Sale Price:	$2,026,000
Sale Date:	25 Jun 2021
Brief Description: 	Circa 1970s single storey timber and asbestos fibro clad and corrugated metal roof dwelling in mostly original condition offering only basic accommodation for this area. The accommodation comprises 3 bedrooms, 1½ bathrooms and a detached double lock up garage. 744 square metre level absolute waterfront property with private jetty. The floor height of the existing dwelling would be below the current flood height requirements with the entire dwelling being potentially flood liable. Sold by public auction by local real estate agent – Ray White. Analysis of the sale shows a deduced land value of $1,550,000 with an additional $250,000 for the jetty.
Comparison to Subject:	This is the most recent waterfront sale within Victory Parade and points to the strengthening of prices in the local market in recent months. The dwelling improvements are considered inferior, whilst the allotment is generally considered comparable and this sale property includes the added value of a single jetty. Broadly similar to 67 Victory Parade with the benefit of the jetty and superior to 69 Victory Parade.

Sale Property 2	71 Victory Parade, Tascott NSW 2250
Sale Price:	$1,755,000
Sale Date:	14 Mar 2021
Brief Description: 	Circa 1990s split level rendered blueboard and colorbond roof dwelling comprising 3 bedrooms, 2 bathrooms and double lock up garage with workshop space. 708 square metre level absolute waterfront property. The internal living areas of the dwelling are estimated to be over 200 square metres, with the dwelling also including an ensuite and walk-in-robe in main bedroom, possible 4th bedroom currently used as a study, lower level rumpus room and large workshop / potential garage space which would allow for up to 3 cars under cover. Ground improvements include inground pool, spa and extensive timber decks and rear verandah. The property enjoys an outlook to the south and south-east over Brisbane Water towards Saratoga and Green Point. This absolute waterfront property does not include any jetty facilities. The property is impacted by a substantial Norfolk Pine tree located within the rear south-western corner of the property, which restricts the outlook at this point. The main living areas of the dwelling are built up with the garages and rumpus room being flood liable. Sold by local real estate agent – Ray White by public auction. Analysis of the sale shows a deduced land value of $1,300,000 at the time of sale.
Comparison to Subject:	This property adjoins 69 Victory Parade having a broadly similar allotment size, position and outlook, but with no benefit of any jetty facilities. The most recent sale of 19 Victory Parade points to a further increase in sales prices even from this sale that occurred in March 2021. We consider 67 Victory Parade to be superior having the benefit of the jetty facilities and 69 Victory Parade to be inferior having a broadly similar allotment adjoining and also impacted by the Norfolk pine tree that sits on the sale property. Note that the market has continued to improve since March 2021.

Sale Property 3	21 Noonan Point Avenue, Point Clare NSW 2250
Sale Price:	$1,070,000
Sale Date:	30 Jan 2021
Brief Description: 	Absolute waterfront allotment of 620 square metres, in close proximity to Victory Parade with a similar waterfront outlook to the south and south-east. The property does not include any jetty but does have a small brick seawall onto a shallow direct waterfront. Improved with a circa 1980s brick veneer and tile roof dwelling in mostly original unrenovated condition that offers only basic accommodation for this area. Dwelling is estimated to be approximately 103 square metres and includes 3 bedrooms, 1 bathroom and attached garage. A feature of the subject allotment is that Noonan Point Avenue extends beyond the subject allotment making the subject property less private than other nearby waterfront allotments. Sold by local real estate agent Ray White by public auction. Analysis of the sale shows a deduced land value of $900,000 at the time of sale.
Comparison to Subject:	Inferior position and outlook, smaller allotment with similar flood affectation. Inferior improvements. Considered inferior to both subject allotments. Note that the market has improved significantly since January 2021.

Sale Property 4	25 Coogee Road, Point Clare NSW 2250
Sale Price:	$3,060,000
Sale Date:	17 Feb 2021
Brief Description:  	Absolute waterfront allotment of 1,034 square metres with a direct easterly outlook over Brisbane Water from an elevated position. The majority of the site is flood free but with topography steadily from the street level to the waterfront. The property enjoys a superior outlook to Victory Parade, being more elevated, flood free and an easterly aspect to the rear. This property is improved with a substantial modern contemporary three level dwelling that dates back to the early 2000s. The dwelling includes an estimated 490 square metres of living with a combination that includes 5 bedrooms, 4 bathrooms and attached double garage. Some of the other features include a lower level rumpus room, wine cellar and extensive decking and balconies over multiple levels. The contemporary dwelling includes good quality fixtures and fittings throughout including ducted air conditioning. The property includes extensive ground improvements and retaining, seawall and its own private jetty with boathouse. Sold by private treaty by local real estate agent Prestige Properties. Analysis of the sale shows a deduced land value of $1,800,000 at the time of sale with an additional $300,000 for the jetty.
Comparison to Subject:	Superior location and outlook, not flood liable like the subject, superior jetty which includes a single interest jetty with boat shed. Larger allotment. Significantly superior improvements. Considered superior overall. Note that the market has improved significantly since February 2021.

Sale Property 5	27A Coogee Road, Point Clare NSW 2250
Sale Price:	$1,700,000
Sale Date:	21 Jan 2021
Brief Description: 	Absolute waterfront allotment of 563 square metres in a battleaxe configuration. With an outlook directly east over Brisbane Water from an elevated position. The land falls steadily / steeply from the street level to the waterfront. The property is improved with a substantial three level brick and tile roof dwelling estimated to have approximately 300 square metres of living. The dwelling dates back to the 1980s and is substantially original throughout. Includes 5 bedrooms, ensuite, an additional toilet, rumpus room, formal dining room, cellar, balcony and deck and attached double garage. This property has waterfront amenity including seawall, its own private jetty and boathouse located on the foreshore. The property includes extensive ground improvements and retaining. Sold by local real estate by private treaty with a price guide after being on the market for some years. Analysis of the sale shows a deduced land value of $1,025,000 at the time of sale with an additional $275,000 for the jetty.
Comparison to Subject:	Superior location and outlook, not flood liable like the subject, superior jetty which includes a single interest jetty with boat shed on the property. Smaller allotment. Significantly superior improvements. Considered superior overall. Note that the market has improved significantly since January 2021.

14.0 ALTERNATIVE VALUATIONS BASED ON SHARED JETTY

We have considered the value of the two subject properties as instructed by considering alternative values that include the two properties together and alternatively the current Domestic Waterfront Licence for the jetty facilities becoming a shared jetty licence that benefits both properties individually.

We consider that the low density nature of the subject property, combined with the flood liability, would mean that no premium would be paid for the two properties together – in-one-line. However, given the strength of the current local real estate market within this locality and particularly for waterfront properties we could not preclude the possibility of a high net worth individual possibly paying some premium for owning two adjoining waterfront properties that would be suitable for redevelopment as a luxury home.

It is our advice that any marketing of the properties should include some mechanism where buyers would have the ability to buy both properties together to allow for the possibility of an in-one-line premium.

Within our calculations below we show that the added value of the Domestic Waterfront Licence and jetty facilities would be estimated at $300,000 for the subject 67 Victory Parade as a single licence only. However, we consider that if the domestic waterfront licence was modified to become a shared jetty that would benefit both 67 and 69 Victory Parade, the added value to each of these properties is estimated to be $250,000 each. This reconfiguration of the Domestic Waterfront Licence, which should be merely a Crown Lands administrative task, potentially can add $200,000 to the overall value of the two properties holding and should be considered.

Direct Comparison Approach

To consider our valuation of the subject property using the Direct Comparison Approach, we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence. The following values are provided on the basis that the existing Crown Domestic Waterfront Licence and jetty structure which currently benefits 67 Victory Parade, only would be modified to benefit both 67 and 69 Victory Parade as a half share jetty for each.

In comparison to the sales evidence considered and cognisant of the strong growth within the waterfront market segment for the Central Coast throughout 2021 we have been mindful of the timing of when these sales occurred. The most recent sales are the most persuasive in terms of the current value levels. In essence the earlier sales dating back to January and February 2021 would sell for considerably more money now given the most recent market movements up to and including August 2021.

In terms of our comparison of the subjects we have considered the allotment sizes, topography, flood liability issues, outlook, domestic waterfront facilities and the improvements in terms of potential to develop further. In comparison to the available sales evidence analysed within this Report, we consider the two subject properties would show a market value of:

Direct Comparison	
67 Victory Parade	**$2,000,000**
69 Victory Parade	**$1,800,000**

Summation Approach

As a check approach upon our direct comparison analysis undertaken we provide the following summation analysis of the two subject properties. The results of this analysis broadly confirm the values established by our Direct Comparison Approach. Again, the two values have been considered on the basis that the existing Crown Domestic Waterfront Licence and jetty structure which currently benefits 67 Victory Parade would become a shared jetty between 67 and 69 Victory Parade.

67 Victory Parade	Areas - sq.m	$/sq.m	
Land	708		$1,500,000
Living	129	1,600	$206,400
Porches/verandah	43	550	$23,650
Sheds	20	250	$5,000
Ground Improvements			$15,000
Jetty ½ interest			$250,000
Total			**$2,000,050**
Adopt			**$2,000,000**
69 Victory Parade			
Land	708		$1,400,000
Living	80	1,400	$112,000
Porches/verandah	31	550	$17,050
Carport	33	350	$11,550
Ground Improvements			$12,000
Jetty ½ interest			$250,000
Total			**$1,802,600**
Adopt			**$1,800,000**

The above valuations do not represent the "As Is" value but the assessed value based on changing the existing domestic waterfront jetty licence from benefitting 67 Victory Parade only to becoming a shared jetty benefitting 67 and 69 Victory Parade in half shares.

15.0 VALUATION APPROACH AND METHODOLOGY

Introduction

To consider our valuation of the subject property, we have considered the following valuation approach.

Direct Comparison Approach

To consider our valuation of the subject property using the Direct Comparison Approach, we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence. The following values are provided on the basis that the existing Crown Domestic Waterfront Licence and jetty structure which currently benefits 67 Victory Parade only would remain the same. In comparison to the sales evidence considered and cognisant of the strong growth within the waterfront market segment for the Central Coast throughout 2021.

In comparison to the sales evidence considered and cognisant of the strong growth within the waterfront market segment for the Central Coast throughout 2021 we have been mindful of the timing of when these sales occurred. The most recent sales are the most persuasive in terms of the current value levels. In essence the earlier sales dating back to January and February 2021 would sell for considerably more money now given the most recent market movements up to and including August 2021.

In terms of our comparison of the subjects we have considered the allotment sizes, topography, flood liability issues, outlook, domestic waterfront facilities and the improvements in terms of potential to develop further. In comparison to the available sales evidence analysed within this Report, we consider the two subject properties would show a market value of:

Direct Comparison	
67 Victory Parade	**$2,050,000**
69 Victory Parade	**$1,550,000**

Summation Approach

As a check approach upon our direct comparison analysis undertaken we provide the following summation analysis of the two subject properties. The results of this analysis broadly confirm the values established by our Direct Comparison Approach. Again, the two values have been considered on the basis that the existing Crown Domestic Waterfront Licence and jetty structure which currently benefits 67 Victory Parade would become a shared jetty between 67 and 69 Victory Parade.

67 Victory Parade	**Areas - sq.m**	**$/sq.m**	
Land	708		$1,500,000
Living	129	1,600	$206,400
Porches/verandah	43	550	$23,650
Sheds	20	250	$5,000
Ground Improvements			$15,000
Jetty			$300,000
Total			**$2,050,050**
Adopt			**$2,050,000**
69 Victory Parade			
Land	708		$1,400,000
Living	80	1,400	$112,000
Porches/verandah	31	550	$17,050
Carport	33	350	$11,550
Ground Improvements			$12,000
Total			**$1,552,600**
Adopt			**$1,550,000**

Valuation Reconciliation

Direct Comparison	
67 Victory Parade	$2,050,000
69 Victory Parade	$1,550,000
Summation	
67 Victory Parade	$2,050,000
69 Victory Parade	$1,550,000
Adopt Market Value	
67 Victory Parade	**$2,050,000**
69 Victory Parade	**$1,550,000**

The Summation Approach broadly confirms the results of our Direct Comparison Approach.

16.0 GENERAL AND MARKET COMMENTARIES

Market Conditions

Recent Market Direction:	The Central Coast residential property market appears to be experiencing a post-pandemic 'bounce' in demand, with access to finance at historically low interest rates supporting a surge in demand in the last quarter of 2020 and the early part of 2021. The Central Coast region has been the beneficiary of greater migration by Sydney residents moving to the Central Coast, as well as local residents upgrading since the substantial changes to work patterns since COVID-19 restrictions have permitted and perpetuated the working from home trend of 2020. This surge in demand coupled with historically low levels of available listings has resulted in sales activity and prices strengthening at a rapid pace from late 2020 to the present. The outbreak of the Novel Coronavirus (COVID-19) was declared as a 'Global Pandemic' by the World Health Organisation on 11 March 2020. We have seen global financial markets and travel restrictions and recommendations being implemented by many countries, including Australia. The real estate market is being impacted by the uncertainty that the COVID-19 outbreak has caused. As at the date of valuation we consider that there is a significant market uncertainty. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of factors that the Valuer could not reasonably have been aware of as at the date of valuation). We do not accept responsibility or liability for any losses arising from such subsequent changes in value. Given the valuation uncertainty noted, we recommend that the user(s) of this report review this valuation periodically
Level of Market Activity:	Limited sales activity due to tightening of supply and demand for waterfront properties considered strong at present
Marketability:	Good
Estimated Selling Period:	0-3 Months

Local Property Climate for This Class of Property

The post pandemic property boom that has been occurring throughout the Central Coast has been particularly prevalent with waterfront property sales. Between 2020 and 2021 we have been witnessing increases for waterfront properties adjoining Brisbane Water, with sales prices increasing in the order of 30-40%. These are the highest increases in sales prices from one year to the next that we have ever seen on the Central Coast. The majority of this growth for the waterfront market segment has been during 2021, with sales occurring early in 2021 generally at a lower level than the most recent sales in 2021.

Our comparative sales utilised within this report include 5 waterfront properties, with the 2 sales occurring within Victory Parade at March 2021 and June 2021 showing the benefit of these increases. In terms of the sales analysis the reader of this Report needs to be mindful of the significant increases with the earlier sales analysed at the beginning of 2021 possibly being up to 30% lower than the later sales.

The 5 sales chosen as comparables are considered the most comparable sales to assess the value of the subject properties. Waterfront sales generally occur less frequently than other sales of residential property with the local market having only a few of these ever available for sale at any given time.

17.0 VALUATION DEFINITIONS

Definition of Market Value	**MARKET VALUE** is the estimated amount for which an asset or liability should exchange on the date of valuation between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently, and without compulsion.[1]

18.0 GOODS AND SERVICES TAX APPROACH

Valuations of residential property are undertaken on the basis that GST is not applicable. This valuation is prepared on the assumption that the subject property does not constitute a 'new residential premises' as defined under ATO Ruling GSTR 2003/3. Further it is assumed that the subject property will transact as a residential property between parties not registered (and not required to be registered) for GST. The market valuation herein reflects a market transaction to which GST is not applicable.

19.0 TERMS AND CONDITIONS

Explanation

1. The following terms and conditions are the standard terms and conditions that apply to all Valuations or the Valuation Services or consultancy services and Services provided by Preston Rowe Paterson Newcastle and Central Coast Pty Ltd.

2. These terms and conditions form part of the appointment of Preston Rowe Paterson Newcastle and Central Coast Pty Ltd by the Client to provide the Services.

3. Preston Rowe Paterson Newcastle and Central Coast Pty Ltd and its valuers are members of a Limited Liability Scheme in the meaning of the Professional Standards Act 1994.

4. The Valuation and all Valuation Services are provided by Preston Rowe Paterson Newcastle and Central Coast Pty Ltd subject to these Terms and Conditions.

Definitions

5. The following definitions apply to these Terms and Conditions and the provision of our Valuations, Valuation Services and Services:-

"Client" shall mean KordaMentha Shelf Co (APMSPSAF) Pty Ltd as Trustee for APM Security Plan Sickness & Accident Fund Trust.

'Confidential information' means information that:

(a) Is by its nature confidential;

(b) Is designated by Us as confidential;

(c) You know or ought to know is confidential; and

(d) Includes, without limitation:

(i) Information comprised in or relating to any of Our intellectual property in the Services or any reports or certificates provided as part of the Services; and

(ii) The Quotation which We have provided to You.

'Date of Valuation' means, in relation to any Valuation, Valuation Services, Services or consultancy services or advice, the date of preparation of our report or the specific date as at which our opinions are stated to apply (the Relevant Date).

'Director' means a Director noted on the Australian Securities and Investment Commission's (ASIC's) records for Preston Rowe Paterson Newcastle and Central Coast Pty Ltd.

'Fee' means the amount agreed to be paid for the Services by You as set out in the Quotation.

'Limited Liability Scheme' means a scheme pursuant to the Professional Standards Legislation in the State of New South Wales.

'Parties' means You and/or Us as the context dictates.

[1] As defined by the International Valuation Standards 2020

'Quotation' means the written quote provided by Us in relation to the Services.

'Relevant Date' means the specific date that our opinion is stated to apply where we are instructed to value at a specific date other than the date of inspection.

'Services' means the Valuation, Valuation Services, asset management, property management, facilities management or consultancy services or advice provided by Us pursuant to these Terms and Conditions and the Quotation.

'Valuation' shall include a Valuation, Valuation services, or feasibility study, made or given in relation to any real or personal property, freehold or leasehold property, asset, liability or item or items of plant and machinery, proposed development, infrastructure, carbon, water or native title property right, business, fixtures, fittings or other property.

'Valuation Services' shall include any oral or written advice, opinion, recommendation or statement communicated to the Client by Us consequent upon or incidental to the request for a Valuation.

'Valuer' means the individual valuer that has undertaken the Valuation or Valuation Services.

'We', 'Us', 'Our(s)' means Preston Rowe Paterson Newcastle and Central Coast Pty Ltd, our employees, contractors, servants and agents.

'You', 'Your' means the Client engaging Us to perform the Valuation, Services or Valuation Services.

Quotation

6. Prior to commencing work We will provide you with a Quotation that sets out who the report is for; the purpose for which the report is being prepared and the fee to be charged. You agree that:

   (a) you will not use any advice we provide for any purpose other than as stated in the Quotation;

   (b) you will not pursue any claim against Us for any loss you suffer because you have used Our advice for any other purpose;

   (c) you will keep this report confidential, unless otherwise agreed by Us in writing; and

   (d) you will indemnify Us in relation to any loss suffered by a third party that relies on Our advice without first receiving our written consent to do so.

Limitation of Liability

7. You agree to release Us and hold Us harmless from all liability to You for or in respect of any loss, damage, costs and expenses of whatsoever kind which We have or may have or, but for the operation of this Clause, might have had arising from or in any way connected with the Valuation, Valuation Services or Services or the Use of the Valuation Services or any part of them. This release shall be complete and unconditional except in the case of gross negligence or wilful misconduct by Us in the provision of the Services.

8. You agree that You will fully indemnify Us for and in respect of all loss, liability, costs and expenses of whatsoever kind which We may suffer or incur arising from or in any way connected with any breach by You of these Terms and Conditions. This indemnity shall include but not be limited to loss, liability, costs and expenses which We may suffer or incur in respect of any claims, actions, proceedings, disputes or allegations made against Us or to which We are a party.

9. You agree to this Limitation of Liability and these Terms and Conditions whether such liability arises under contract, at common law or under Statute.

10. You agree that this limitation of liability extends to all Our directors, employees and contractors. Every right, immunity, exemption and limitation in these Terms and Conditions available or applicable to Us shall also be available and shall extend to every employee, contractor, servant or agent of Ours.

11. No employee, contractor, servant or agent of Ours or any other person has any power to waive or vary any of these Terms and Conditions unless such waiver or variation is in writing and signed by one of Our Directors.

Your Obligations

12. You agree that:

   (a) You will not use any advice We provide for any purpose other than as stated in the Quotation;

   (b) You will not pursue any claim against Us for any loss You suffer because You have used Our advice for any other purpose;

   (c) You will keep this report confidential, unless otherwise agreed by Us in writing; and

   (d) You will indemnify Us in relation to any loss suffered by a third party that relies on our advice without first receiving Our written consent to do so.

13. You warrant that the instructions and subsequent information supplied by You contain a full and frank disclosure of all information that is relevant to Our provision of the Valuation, Valuation Services or Services. You also accept all risk and any loss that might occur should you withhold any relevant information from Us.

14. You warrant that all third party expert or specialist reports provided to Us by You for the purpose of Us providing the Valuation, Valuation Services or Services are provided with the authority of the authors of those reports.

15. You authorise and licence Us to incorporate Your intellectual property within Our report(s).

16. The Valuation and all Valuation Services are provided by Us solely for the use of the Client. You will not release any part of Our Valuation or consultancy report or its substance to any third party without the written consent of one of Our Directors. Such consent will be provided at Our absolute discretion and on such conditions as We may require including that a copy of these Terms and Conditions must be provided to such third party. This clause shall not apply to persons noted as recipients in Your prior instruction to Us or in the Quotation provided. You are obligated to provide any such recipient with a copy of these Terms and Conditions.

17. If You release any part of the Valuation or consultancy advice or its substance with Our written consent, You agree: a) to inform the other person of the terms of our consent; and b) to compensate Us if You do not do so. We have no responsibility to any other person even if that person suffers damage as a result of any other person receiving this Valuation, Valuation Services, Services or consultancy advice.

18. You agree that We do not and will not assume any responsibility to any person other than the Client for any reason whatsoever including, without limiting the generality of the foregoing, for breach of contract, negligence (including negligent mis-statement) or wilful act or default of itself or others by reason of or arising out of the provision of the Valuation, Valuation Services or Services and notwithstanding that any damages have been suffered or incurred by that person as a result of the provision of this Valuation or those Valuation Services to the Client or the use of either of them (or any part of either of them) by the Client for any purpose whatsoever.

19. You must pay our Fees within 14 days of the date of a correctly rendered invoice, unless otherwise dealt with in the Quotation. Fees that remain unpaid for a period of 30 days or more will attract an administration charge of 2% of the total of the invoice calculated per month or part thereof.

20. You agree that We reserve the right to reconsider or amend the Valuation, Valuation Services, Services or consultancy advice, or the Fee set out in Our Quotation to You, if we identify information or facts that were not provided to Us in the at the time of quoting that reveal that the task is much greater than we initially anticipated from the information you provided. In such circumstances, once We have identified additional issues that necessitate additional work, we will advise you of the additional fees for additional time required to complete the task.

21. You agree that neither the whole nor any part of Our Valuation or the substance of any of Our Valuation Services or Services may be communicated to any third party (whether by way of inclusion in a document, circular, statement, prospectus, Product Disclosure Statement (PDS), public offer document or otherwise) without first obtaining the written consent of one of Our Directors. Neither the whole nor any part of Our Valuation report or Valuation Services report or any reference to it may be included in any published document, circular or statement, prospectus, Product Disclosure Statement (PDS), public offer document, nor published in any way, without written approval by one of Our Directors as to the form and context in which our Valuation or Valuation Services may appear. Notwithstanding the foregoing, the Client agrees that in the event that it does communicate to a third party the whole or any part of this Valuation or the Valuation Services it shall also communicate to that third party these Terms and Conditions. Furthermore You agree to indemnify Us in the event of any failure so to do.

22. You agree that every right, immunity, exemption and limitation or liability in these terms and conditions shall continue to have its full force and effect in all circumstances notwithstanding any breach of contract or the Terms and Conditions hereof by Us or any person entitled to the benefit of these Terms and Conditions.

23. You agree that if any provision or any part of a provision hereof is unenforceable for any reason whatsoever, such unenforceability shall not affect any other part of such provision or any other provision of these Terms and Conditions.

24. You will only use the Valuation or Valuation Services for the specific purpose stated by us. You agree that you will not use the Valuation or Valuation Services for any other purpose, unless you have our expert's written consent to do so.

Intellectual Property

25. All Our intellectual property contained within any advice We provide, remains Our property. We only grant you licence to use Our intellectual property to carry out the purpose for which the advice was provided.

Length of Time Our Valuation or Valuation Services can be relied upon

26. Our Valuation and/or Valuation Services are current at the Date of Valuation only. The value assessed in Our Valuation or Valuation Services Report may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, We do not assume responsibility or accept any liability where the Valuation is relied upon after the expiration of ninety (90) days from the Date of the Valuation, or such earlier date if you become aware of any factors that have any effect on the Valuation. Notwithstanding the above You accept that our Valuation and/or Valuation Services are current as at the Date of Valuation only and no representation or warranty is made as to the future value of the property.

Assignment of Valuation or Valuation Services

27. You acknowledge that We reserve the right, at Our absolute discretion, to determine whether or not to assign Our Valuation to any third party. Without limiting the extent of Our discretion, We may decline a request for assignment where:

    a) the proposed assignee is not a major recognised lending institution (such as a bank or other lender regulated by the Banking Act 1959);

    b) the assignment is sought in excess of 3 months after the Date of Valuation;

    c) we consider that there has been a change in conditions which may have a material impact on the value of the property;

    d) the proposed assignee seeks to use the Valuation for an inappropriate purpose; or

    e) Our Fee has not been paid in full.

28. Where We decline to provide an assignment We may be prepared to provide an updated Valuation on terms to be agreed at that time.

29. In the event that You request us to assign Our Valuation and We agree to do so, You authorise Us to provide to the assignee a copy of these Terms and Conditions, the original Quotation and any other document, including instructions provided by You, relevant to the scope of Our Valuation or Valuation Services.

Property or Valuation Circumstance Specific Qualifications, Assumptions and Conditions Precedent within our reports

30. We are providing You with our professional opinion as valuers. Our opinion is usually provided by way of a Valuation report. That report will set out a number of important qualifications, assumptions and conditions precedent which We may need to make, in addition to these Terms and Conditions, relative to the circumstances of the particular property or properties (real or personal property) under consideration.

31. You agree to read these qualifications, assumptions and conditions precedent carefully, and understand that if the assumptions that we have made or relied on are circumstances that do not prevail or eventuate, or are found later to be inaccurate, Our opinion as to value may be materially different. You agree to solely bear the risk in relation to any loss you might suffer, should this occur.

32. The qualifications, assumptions, and conditions precedent that We make will usually depend on the circumstances of the property being valued and are made in relation to matters that We do not have expertise to verify or We cannot verify information provided to Us within the time required to complete the Valuation. These will be set out in detail in the Valuation, Valuation Service report or Services report that We provide to You.

33. These qualifications, assumptions and conditions precedent typically will relate to:-

    (a) Land contamination and environmental risk; (b) Town Planning Information; (c) Town Planning and Development Controls and Consents; (d) Title including Notifications on Title such as Easements, Caveats, Restrictions and other dealings; (e) Building Areas; (f) Building Structural Integrity; (g) Building Compliance with the Building Code of Australia; (h) Pest Infestation; (i) Leases, Licences and Tenancies; (j) Strata Title Certificates; (k) Plant and Equipment within Buildings; (l) The veracity of and sources of Sales and Letting Information and Transaction Data; (m) The nature of forecasting, future value assessment and discounted cash flow analysis; (n) The basis of Value where access to the property is restricted; and (o) Whether or not the property has been completed where a development.

34. You agree that we will include property specific qualifications, assumptions and conditions precedent within Our reports as circumstances require. Furthermore You agree that it is Your responsibility to carefully read and consider these qualifications, assumptions and conditions precedent and discuss them with Us if they cause You any concern.

Executive Summary

35. Our Executive Summary in Our Valuation or Valuation Services Report must be read in context of and in conjunction with the full Valuation report of which the Executive Summary forms part. All comments, terms and conditions contained in the full Valuation report and Quotation relate directly to this Executive Summary.

Expert Witness Services for Litigation

36. If you retain us to provide services as an expert for any litigation, whether that be for a court or tribunal, you will provide us with a copy of the relevant rules that apply to expert witness reports and testimony. Those rules will take precedence over these terms and conditions in the event of any inconsistency, noting that:

    (a) Court rules usually oblige an expert witness to acknowledge that their duty is solely to assist the court in resolution of the dispute

    (b) Any expert witness that is considered to be acting as an advocate (rather than an independent expert) can be held liable for contempt of court; and

    (c) An expert acting pursuant to the rules of the court or tribunal is immune from any claim for damages, given that our sole duty is to the court and not the client that engages us.

COVID-19

37. Our valuation has been prepared at a time when the economy and real estate markets for all asset classes / property types continue to be affected by the ongoing COVID-19 Pandemic, some positively and some negatively.

    To date, the impact of the Pandemic has been characterised by periods of disruption followed by short periods of an almost return to pre-COVID normality and, in turn, further outbreaks of the virus causing ongoing economic and real estate market disruption.

    The disruption has been in the form of people movement and other restrictions, geographic lockdowns, State and International border closures, all of which have adversely impacted certain sectors the economy and real estate markets. Also, these COVID-19 Pandemic mitigation measures have not been consistently and concurrently applied in inter and intra State and Territory geographic locations of Australia which has, at times, further exacerbated the impact of the disruption.

    Some real estate asset classes / property types have been more resilient than others based on the extent to which tenants and owners (landlords) and their businesses have been affected. In fact, some asset classes / property types have improved during the rolling COVID-19 Pandemic economic disruption.

    As is the case in any economic and real estate market cycle, in preparing our valuation we have, where possible, considered recent sales and letting transaction evidence / market activity to inform our direct comparison approaches to valuation. Recent transaction data is more readily available in currently active markets compared to those which are more adversely impacted and where activity may have slowed.

Where rental and sales market activity has slowed for certain asset classes / property types and as a result, rental and capital values have been or are likely to be impacted, we have made appropriate adjustments to our valuation based on our experience and to the best of our ability as is appropriate. This may have included consideration and adjustment of more dated transaction evidence where there has been limited recent activity. Where we have had to make adjustments in these circumstances, we reserve the right to reconsider our valuation should the particular market correct more than has been anticipated.

20.0 MARKET VALUE

We are of the opinion that the **Market Value "As Is"** of **67 Victory Parade, Tascott NSW 2250**, **subject to Vacant Possession**, is **$2,050,000 (Two Million and Fifty Thousand Dollars)**, as at 6 August 2021 and subject to:

1. Assuming Crown Domestic Waterfront Licence and jetty structure benefits 67 Victory Parade only "As Is";
2. The assumption that Goods and Services Tax is not applicable;
3. The property having vacant possession as at the date of valuation;
4. The comments contained herein; and
5. The terms and conditions contained herein.

We are of the opinion that the **Market Value "As Is"** of **69 Victory Parade, Tascott NSW 2250**, **subject to Vacant Possession**, is **$1,550,000 (One Million Five Hundred and Fifty Thousand Dollars)**, as at 6 August 2021 and subject to:

1. No Domestic Waterfront Licence and jetty structure "As Is";
2. The assumption that Goods and Services Tax is not applicable;
3. The property having vacant possession as at the date of valuation;
4. The comments contained herein; and
5. The terms and conditions contained herein.

21.0 VALUATION COMPLIANCE STATEMENT

Preston Rowe Paterson Newcastle & Central Coast confirms that:

- The statements of fact presented in this report are correct to the best of the Valuer's knowledge.
- The analyses and conclusions are limited only by the reported assumptions, terms and conditions.
- The Valuer has no interest in the subject property.
- The Valuer's fee is not contingent upon any aspect of the report.
- The valuation was performed in accordance with an ethical code and performance standards.
- The Valuer has satisfied professional education requirements.
- The Valuer has experience in the location and category of the property being valued.
- The Valuer has made a personal inspection of the property.
- No one, except those specified in this report, has provided professional assistance in preparing the report.
- We confirm that neither Preston Rowe Paterson Newcastle & Central Coast nor any of its Directors or employees has any pecuniary interest that could conflict with the proper valuation of this property.

22.0 VALUER SIGNATORY

has undertaken this valuation. The Counter Signatory or Director has read this report and verifies that the report is genuine and is endorsed by Preston Rowe Paterson Newcastle & Central Coast. The Counter Signatory or Director has not inspected the property or the comparable sales and rental evidence amongst other things. The opinion of value expressed herein has been solely arrived at by the Valuer who undertook the inspection and prepared this valuation report.

Valuer who has undertaken this valuation	**Counter Signatory / Director**
Matthew Stanton, Property Valuer	Colin Pugsley, Director
BSc MRICS AAPI CPV, API Member No 105087	B.Ec B.Bus (Land Ec) MBA, FAPI CPV, API Member No 68496





APPENDIX A INSTRUCTIONS

GPO Box 2523
Sydney NSW 2001

Chifley Tower
Level 5, 2 Chifley Square
Sydney NSW 2000

+61 2 8257 3000
info@kordamentha.com

KordaMentha

Colin Pugsley
Director
Preston Rowe Paterson Newcastle and Central Coast Pty Limited
Suite 3/1 Campbell Cres
Terrigal NSW 2260

30 July 2021

By email: colin.pugsley@prp.com.au

Dear Colin

KordaMentha Shelf Co (APMSPSAF) Pty Ltd ('New Trustee') ACN 642 981 799 as trustee for APM Security Plan Sickness & Accident Fund ('Fund') trust ABN 57 413 197 086 TFN 94 878 570

67 Victory Parade, Tascott NSW 2250 and 69 Victory Parade, Tascott NSW 2250 (together, 'the Properties')

On 22 June 2021, by Order of the Supreme Court of New South Wales ('the Order'), the New Trustee was appointed to replace PP New Pty Ltd as trustee of the Fund. Additionally, pursuant to the Order and section 71 of the Trustee Act 1925 (NSW), all property held on trust for the Fund under the Trust, vests in the New Trustee.

The following real property is held on trust for the Fund:

- 67 Victory Parade, Tascott NSW 2250
- 69 Victory Parade, Tascott NSW 2250.

We would like to engage your services to value the Properties. Your valuation must be in accordance with the Australian Property Institute ('API') Valuation Practice Standards and the Corporations Law and should address all matters which you consider relevant in determining the current fair market value of the Properties.

Corporations Law

The Corporations Law requires that the valuer:

a. Is suitably qualified to carry out such valuations and has at least five years appropriate experience.
b. Is authorised under the Law of the State or Territory where the valuation takes place to practice as a valuer.
c. Has no pecuniary interest that could reasonably be regarded as being capable of affecting that person's ability to give an unbiased opinion of the value or that could conflict with a proper valuation of the Properties.
d. Accepts instructions to value the Properties.

KordaMentha

In this regard, you are instructed to provide us with a valuation report for the Properties on the following basis:

1. Property	67 Victory Parade, Tascott NSW 69 Victory Parade, Tascott NSW	Lot 16 DP 9417 Lot 17 DP 9417
2. Prepared for	KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund trust.	
3. Purpose of valuation	The purpose is a market valuation for sale purposes.	
4 Basis of valuation	Current market valuation for each individual property 'as is' for sale purposes. Please also provide consideration to: • the value derived from Licence 560360 • whether any additional value exists in selling the Properties in one line • any earmarked changes to the LEP and associated impact on value.	
5. Completion date	10 business days from date of appointment. Valuation to be issued in draft prior to finalisation.	
6. Fee	$2,000 excl GST	
7. Reports	Please provide one colour hard copy of the report plus a corresponding PDF soft copy (with full annexures).	

Please note that all information provided to you by us is to be treated as strictly private and confidential.

Should you require clarification or any further information, please do not hesitate to contact Kate Gavathas of this office on (02) 8257 3066.

Yours sincerely

K. Conneely.

Kate Conneely
Director
KordaMentha Shelf Co (APMSPSAF) Pty Ltd
Trustee of the APM Security Plan Sickness & Accident Fund

APPENDIX B TITLE SEARCH

Provided by Equifax on 26/05/2021 at 7:00:47 PM AEST.© Office of the Registrar-General 2021

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/9417

SEARCH DATE	TIME	EDITION NO	DATE
26/5/2021	6:59 PM	1	25/8/2015

LAND

LOT 16 IN DEPOSITED PLAN 9417
AT TASCOTT
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP9417

FIRST SCHEDULE

PP NEW PTY LTD (TZ AJ758431)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A621201 COVENANT

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT CROWN LANDS.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 26/5/2021

Provided by Equifax on 26/05/2021 at 7:02:25 PM AEST.© Office of the Registrar-General 2021

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 15/9417

SEARCH DATE	TIME	EDITION NO	DATE
26/5/2021	7:01 PM	2	16/9/2016

LAND

LOT 15 IN DEPOSITED PLAN 9417
AT POINT CLARE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP9417

FIRST SCHEDULE

PP NEW PTY LTD (TZ AK758828)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A621201 COVENANT

NOTATIONS

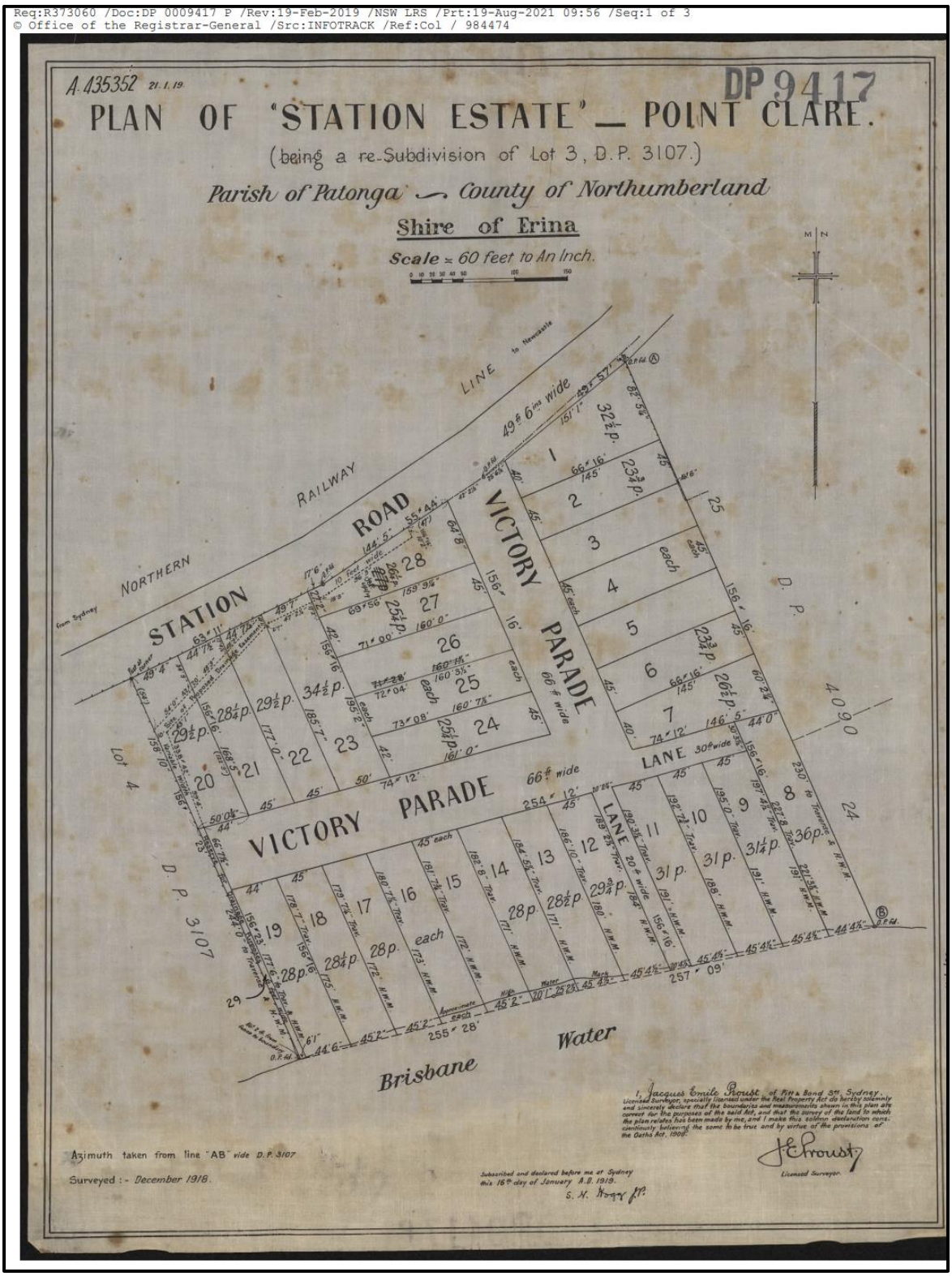
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

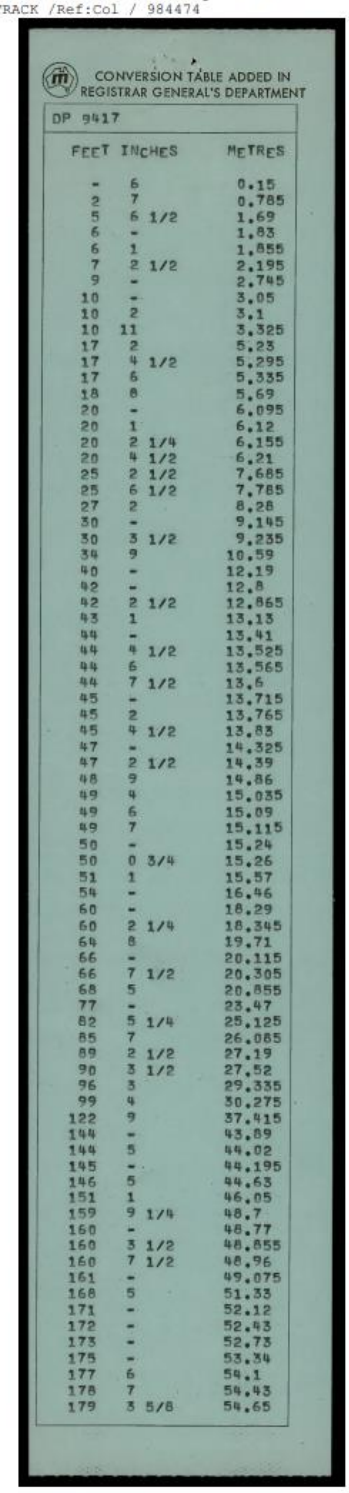
PRINTED ON 26/5/2021

APPENDIX C REGISTERED PLAN

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Req:R373060 /Doc:DP 0009417 P /Rev:19-Feb-2019 /NSW LRS /Prt:19-Aug-2021 09:56 /Seq:2 of 3
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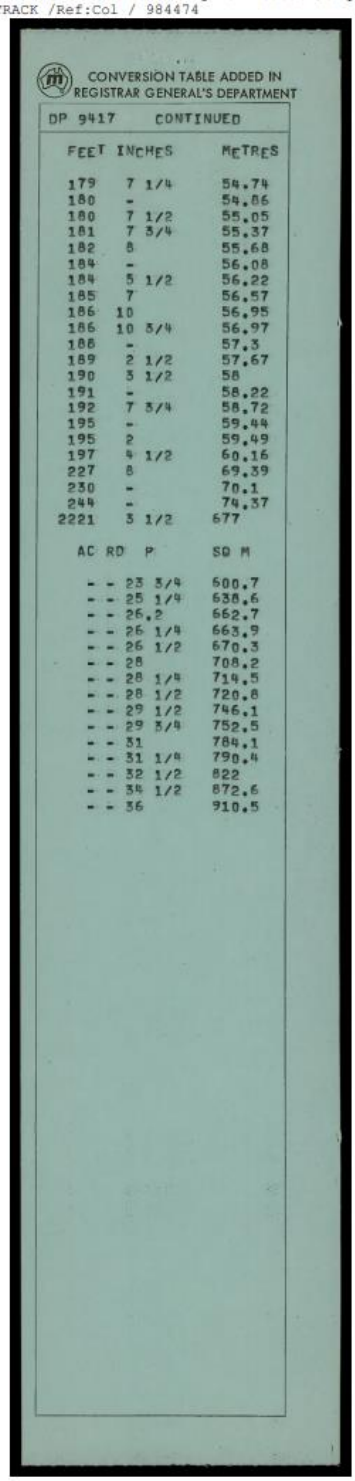


CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 9417

FEET	INCHES	METRES
-	6	0.15
2	7	0.785
5	6 1/2	1.69
6	-	1.83
6	1	1.855
7	2 1/2	2.195
9	-	2.745
10	-	3.05
10	2	3.1
10	11	3.325
17	2	5.23
17	4 1/2	5.295
17	6	5.335
18	8	5.69
20	-	6.095
20	1	6.12
20	2 1/4	6.155
20	4 1/2	6.21
25	2 1/2	7.685
25	6 1/2	7.785
27	2	8.28
30	-	9.145
30	3 1/2	9.235
34	9	10.59
40	-	12.19
42	-	12.8
42	2 1/2	12.865
43	1	13.13
44	-	13.41
44	4 1/2	13.525
44	6	13.565
44	7 1/2	13.6
45	-	13.715
45	2	13.765
45	4 1/2	13.83
47	-	14.325
47	2 1/2	14.39
48	9	14.86
49	4	15.035
49	6	15.09
49	7	15.115
50	-	15.24
50	0 3/4	15.26
51	1	15.57
54	-	16.46
60	-	18.29
60	2 1/4	18.345
64	8	19.71
66	-	20.115
66	7 1/2	20.305
68	5	20.855
77	-	23.47
82	5 1/4	25.125
85	7	26.065
89	2 1/2	27.19
90	3 1/2	27.52
96	3	29.335
99	4	30.275
122	9	37.415
144	-	43.89
144	5	44.02
145	-	44.195
146	5	44.63
151	1	46.05
159	9 1/4	48.7
160	-	48.77
160	3 1/2	48.855
160	7 1/2	48.96
161	-	49.075
168	5	51.33
171	-	52.12
172	-	52.43
173	-	52.73
175	-	53.34
177	6	54.1
178	7	54.43
179	3 5/8	54.65

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 9417 CONTINUED

FEET	INCHES	METRES
179	7 1/4	54.74
180	-	54.86
180	7 1/2	55.05
181	7 3/4	55.37
182	8	55.68
184	-	56.08
184	5 1/2	56.22
185	7	56.57
186	10	56.95
186	10 3/4	56.97
188	-	57.3
189	2 1/2	57.67
190	3 1/2	58
191	-	58.22
192	7 3/4	58.72
195	-	59.44
195	2	59.49
197	4 1/2	60.16
227	8	69.39
230	-	70.1
244	-	74.37
2221	3 1/2	677

AC	RD	P	SQ M
-	-	23 3/4	600.7
-	-	25 1/4	638.6
-	-	26.2	662.7
-	-	26 1/4	663.9
-	-	26 1/2	670.3
-	-	28	708.2
-	-	28 1/4	714.5
-	-	28 1/2	720.8
-	-	29 1/2	746.1
-	-	29 3/4	752.5
-	-	31	784.1
-	-	31 1/4	790.4
-	-	32 1/2	822
-	-	34 1/2	872.6
-	-	36	910.5

APPENDIX D JETTY LICENCE

Licence: LI 560360

LICENCE

Crown Lands Act 1989 - Section 34

File Reference	Licence Number
16/01537	LI 560360

MINISTER The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

LICENSEE name & address

PP NEW PTY LTD
109 Burwood Rd
HAWTHORN VIC 3122

a Licence pursuant to the provisions of Section 34 of the Crown Lands Act 1989 in respect of the land described in Schedule 3 and subject to the terms and conditions contained in the licence document "Domestic Waterfront Licence: Your Standard Terms and Conditions", Schedule 1, Schedule 2 and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

Dated this 16th day of MARCH 2016

THE MINISTER

as delegate of the Minister

MARGARET JOHNSTON
Group Leader Business Centre
NSW Trade & Investment
Crown Lands
Name and position

THE Licensee

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

Certified on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: PP NEW PTY LTD ACN 088 406 437
Authority: Section 127 of the Corporation Act 2001

Signature of authorised person:
Name of authorised person: ANN STUBBINGS
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: STUART HUTTON
Office held: DIRECTOR

Licence: LI 560360

Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Licensee's Address for service of notices	109 - 133 Burwood Rd HAWTHORN NORTH VIC 3122
2	Minister's Address for service of notices	Department of Primary Industries - Lands PO Box 2185 DANGAR NSW 2309
3	Address for payment of rent	Department of Primary Industries PO Box 2155 Dangar NSW 2309
4	Benefited Land	Lot 16 DP 9417 Parish Patonga County Northumberland
5	Permitted Use	Jetty (73.96m & 74.015m x 0.95m with unauthorised "T" end 4.29m x 5.48m), Landing/Platform (0.57m x 2.85m Unauthorised), Mooring Poles (x 1 Unauthorised)
6	No Residence on Premises	No residence
7	Commencing Date	4th June 2015
8	Terminating Date	20 years from the Commencement Date of the Licence.
9	Initial Rent	$1,047.00
10	Insurance - Public Risk	$20 Million
11	Any other Insurances	No other insurance
12	Holding number (and where number is to be affixed to)	LI 560360 is to be displayed in a prominent position clearly visible from the water.
13	Standard terms and conditions	"Domestic Waterfront Licence: Your Standard Terms and Conditions"
14	Additional specific terms and conditions	Annexed as Schedule 2
15	Diagram of the Premises	Annexed as Schedule 3

******** End of Schedule 1 ********

Page 2 of 5

Licence: LI 560360

Schedule 2

ADDITIONAL TERMS AND CONDITIONS

1. **Davits, derricks or boat hoists not permitted**

You must not attach or permit any person to attach davits, derricks or boat hoists to the Improvements on the Land.

2. **Unauthorised structures**

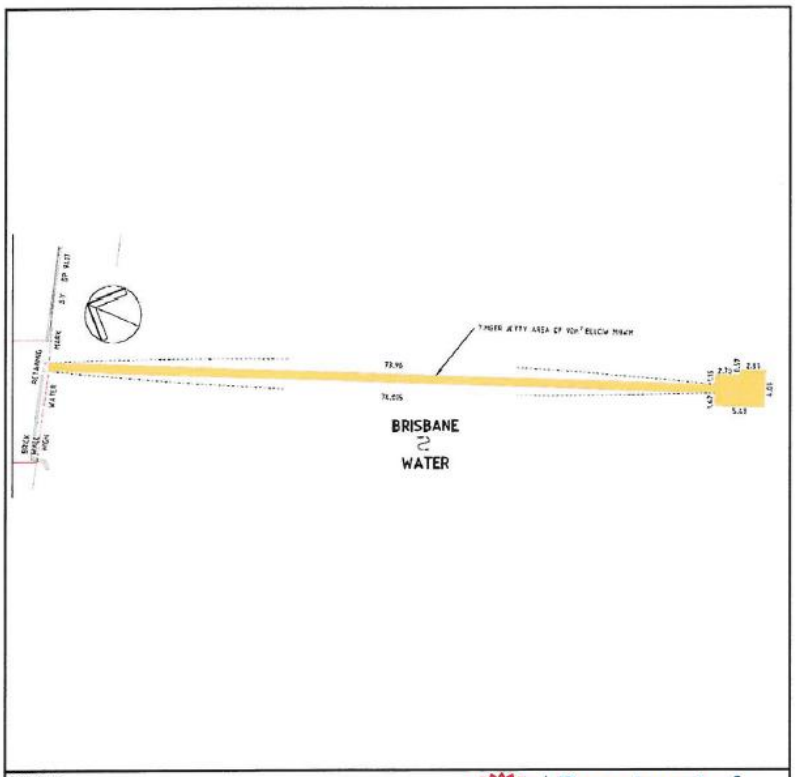
You must obtain Landowners consent from the Minister administering the Crown Lands Act 1989 prior to lodging a Development Application or Building Certificate from Gosford City Council within six (6) months from the date of execution of the licence for the Unauthorised "T" end of the Jetty, Mooring Piles x 1, & Landing Platform installed without consent. If an application has not been received within six (6) months or Development Consent / Building Certificate is not granted by Gosford City Council the structures will be required to be removed. All costs incurred during removal will be payable by you.

******** End of Schedule 2 ********

Page 3 of 5

Licence: LI 560360

Schedule 3



Disclaimer:
The information contained in this map has been provided in good faith. Whilst all effort has been made to ensure accuracy and completeness of this information, the data providers take no responsibility for errors or omissions or any loss or damage that may result from the use of this information. Copyright: NSW Trade & Investment, 2012

NSW GOVERNMENT Department of Primary Industries Lands

LOCALITY DETAILS:	DIAGRAM SHOWING Licence: 560360		
Parish: Patonga County: Northumberland Lands Office: Maitland Land District: Gosford Local Government Area: Gosford Locality: Tascott	FILE:	16/01537	
	BENEFITTING		
	LOT: 16	Sec:	DP: 9417
	KNOWN AS	67 VICTORY PDE TASCOTT NSW 2250	
	TOTAL AREA	90M2	
REDUCTION RATIO: NOT TO SCALE	DATE	1/03/2016	

Page 4 of 5

Licence: LI 560360

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	GOSFORD
County	NORTHUMBERLAND
Parish	PATONGA
Locality	TASCOTT
Precinct	BRISBANE WATERS

Status:	Lot	Section	Plan
Crown Land below mean high water mark adjacent	16		DP: 9417

PART 2

Plan/diagram: Schedule 3	Area: 90m2

TEXT DESCRIPTION: Crown land below high water mark fronting Lot 16 DP 9417 (67 Victory Parade) at Point Clare.

******** **End of Description of Lands (Crown Land) and Schedule 3** ********

Page 5 of 5

Brandon, Samantha 66208

From: Lands-Water Waterfront Tenures Mailbox <waterfront.tenures@crownland.nsw.gov.au>
Sent: Tuesday, 30 August 2022 3:43 PM
To: Ferguson, Kate 65624
Subject: RE: Licence 560360 | 67 Victory Parade, Point Clare
Attachments: Domestic-waterfront-licences-guidelines.pdf

Good afternoon Kate,

Thank you for your email.

As per our guidelines (please see attached) – "A licence will not automatically transfer if the ownership of the benefitted land is changed by a transmission and not a transfer. A transmission can occur where the ownership of land is transmitted to an executor, beneficiary, mortgagee or other third party."

The department is currently experiencing a high volume of applications, impacting on our processing timeframes. We recognise that timeframes are unsatisfactory and have initiated work to address this.

If the application is urgent (ie: decapitated structure, safety concern to you or the general public), please contact us to discuss your particular circumstance on 02 4925 4110.

If it is an impending sale, you may want to consider leaving the completion of revocation and new application process to the incoming purchaser of the property due to some processing delays, it may not be completed in time.

Your client will not incur any penalties if they proceed to sell the property without having completed the licence transfer.

Please contact the team if you have any further questions.

Kind regards,

Morgan

Domestic Waterfront Tenures

Crown Lands | Department of Planning and Environment

T 02 4925 4110 | **E** Waterfront.Tenures@crownland.nsw.gov.au

6 Stewart Avenue, Newcastle West 2302
www.dpie.nsw.gov.au

NSW GOVERNMENT

The Department of Planning and Environment acknowledges that it stands on Aboriginal land. We acknowledge the traditional custodians of the land and we show our respect for elders past, present and emerging through thoughtful and collaborative approaches to our work, seeking to demonstrate our ongoing commitment to providing places in which Aboriginal people are included socially, culturally and economically.

From: Kate.Ferguson@ashurst.com <Kate.Ferguson@ashurst.com>
Sent: Tuesday, 12 July 2022 4:55 PM

To: Lands-Water Waterfront Tenures Mailbox <waterfront.tenures@crownland.nsw.gov.au>
Subject: HPE CM: Licence 560360 | 67 Victory Parade, Point Clare

Good afternoon

Re: Licence 560360

We act for KordaMentha Shelf Co (Apmspsaf) Pty Ltd in relation to 67 Victory Parade, Point Clare (**Property**).

Since early June, we have discussed various aspects of this matter with several Waterfront Tenures team members, and are grateful for the assistance and guidance to date.

We are now writing to clarify and/or confirm several issues which have arisen from those discussions.

Automatic transfer of licence / revocation and application for new licence

We understand that:

- Waterfront Tenures requires our client to apply for a revocation and new licence, rather than submitting the automatic transfer documents;
- the basis for that requirement is that, due to the property being transferred to our client pursuant to Court order, Waterfront Tenures has received legal advice that it was not possible to effect an automatic transfer of the licence; and
- in any event, and as a result of the current backlog of applications currently experienced by Waterfront Tenures, the timeframe for Waterfront Tenures to process an automatic transfer of the licence is the same as the process for a revocation and new licence. The current timeframe for processing either application is approximately 18 months.

We are not able to ascertain the reasons (or relevant section of the legislation) for Waterfront Tenures' view that it is not possible to effect an automatic transfer of Licence 560360. It would be of great assistance if guidance could be provided in this respect.

In addition, if there is a pathway to a faster processing timeframe than the 18 months, it would be of considerable assistance.

Sale of the Property

As discussed, our client is considering selling the Property in the short term. Certainly, the sale would occur well before the 18 month period.

When we spoke with Amy regarding this issue recently, Amy noted that the Waterfront Tenures team would recommend skipping the application process to have the jetty licence granted in the name of the current owner, and to instead have the purchaser of the property complete the revocation and application process.

Assuming that our client proceeded to sell the Property on that basis, we understand that Licence 560360 would stay "on hold", and that fees are not being generated, and would not be payable. We also understand that our client will not incur any penalties if it proceeds to sell the Property without having completed the Licence transfer/re-grant process.

Please tell us if our understanding is not correct.

We look forward to hearing from you as soon as possible.

Kind regards
Kate

Kate Ferguson
Senior Associate
kate.ferguson@ashurst.com
Ashurst
D: +61 2 9258 5624 | M: +61 447 687 229

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CROWN LAND MANAGAGEMENT

Domestic waterfront licences—guidelines

Published by NSW Department of Planning, Industry & Environment – Crown Lands

Domestic waterfront licences—guidelines

First published May 2018

This version published March 2021

More information

NSW Department of Planning, Industry & Environment – Crown Lands

crownland.nsw.gov.au

DOC21/044980

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Contents

Introduction 1
Overview 1
Assistance 1
Part A: General advice 2
Guideline objectives 2
Waterway strategies 2
The responsibilities of the department 2
Waterfront structures not acceptable on Crown land 3
Licences 4
Reserve-front waterfront occupations 4
Waterfront occupations that adjoin another party's land 5
Sharing domestic waterfront facilities 5
Rent 5
Pensioner rebates 6
Financial hardship 6
Compliance 6
Part B: Constructing a new domestic waterfront facility 8
Procedure 8
Step 1—Applying for landowner's consent for the lodgement of a development application 8
Step 2—Assessment of application for landowner's consent 9
Step 3—Lodgement of development application with council 9
Step 4—Applying for a Crown land licence 10
Step 5—Finalisation 10
Part C: Transferring a domestic waterfront facility licence 11
Procedure 11
Step 1—Notifying the department of transfer 11
Step 2—Receipt of notification and issuing of documentation 11
Part D: Sub-licensing berthing areas 12
Definitions 13
Related documents 14
Superseded documents 14
Annexures 16
Annexure A 17
Annexure B 19

Introduction

In New South Wales (NSW), the NSW Department of Planning, Industry & Environment – Crown Lands (the department) has ownership, control and management of Crown land below the mean high water mark (MHWM) and manages this land for the benefit of the people of NSW.

Domestic waterfront facilities on Crown land can be a large investment and can also enhance the use and enjoyment of waterways in NSW. These guidelines provide general information on how the department manages domestic waterfront facilities on Crown land.

Overview

These guidelines establish the department's criteria and requirements when considering an application to develop, occupy and/or use domestic waterfront facilities on Crown land. The guidelines relate to all existing and proposed domestic waterfront facilities and will also be used to guide decisions in relation to any domestic waterfront facilities that may be located wholly or partially on Crown land above the MHWM.

These guidelines do not apply to ocean foreshore structures covered by the *Coastal Management Act 2016*.

Assistance

For further information or assistance in relation to domestic waterfront facilities, contact the Waterfront Tenures Team on 1300 886 235 (Option 3, Option 1) or waterfront.tenures@crownland.nsw.gov.au.

Part A: General advice

Guideline objectives

The objectives of these guidelines are to ensure that:

a) the objects and principles of the *Crown Land Management Act 2016* (the Act) are applied to all planning and decision making on the use and occupation of Crown land for the benefit of the NSW community
b) private use of Crown land is balanced with the public's right to access waterfront land in perpetuity
c) environmental, social, cultural heritage, economic and traditional land ownership considerations are made
d) Crown waterfront land and submerged Crown land is managed equitably and remains in public ownership for long-term public benefit
e) public access to waterfront and submerged Crown land is maximised and domestic waterfront facilities do not obstruct, restrict or discourage the safe and practical access along and adjacent to this land
f) domestic waterfront facilities do not adversely impact on the natural environment, including the flow of water, water quality, marine vegetation and other natural coastal processes
g) shared domestic waterfront facilities are encouraged where it is appropriate or necessary to minimise and reduce the cumulative impact of structures on Crown land
h) domestic waterfront facilities on Crown land are for water-dependant or water-related recreational purposes that require location in or in close proximity to the waterway
i) the location and design of a domestic waterfront facility harmonises with the appearance and scale of the landscape and maintains the visual quality of the surrounding foreshore and waterway environment
j) domestic waterfront facilities do not adversely impact on the cultural, environmental and any existing items of importance or significance
k) domestic waterfront facilities do not present a navigational hazard or impede access or use of any existing domestic waterfront facilities or deter future domestic waterfront facilities.

The department assesses any proposals in relation to domestic waterfront facilities against these objectives.

Waterway strategies

The department uses a range of waterway strategies to guide the development of domestic waterfront facilities in Crown waterways. These strategies can identify areas where domestic waterfront facilities are not appropriate, where shared facility usage is required, or how unauthorised structures are managed.

Waterway strategies include the Marine Estate Management Strategy, Council Development Control Plans, Coastal Management Act, Coastal erosion and climate change, Fisheries and Maritime policies that apply to Crown waterways.

Where a waterway strategy exists, it will apply in addition to these guidelines. The department, in conjunction with other statutory authorities, can adopt or develop new waterway strategies from time to time to address climate change and other environmental factors.

The responsibilities of the department

The department is responsible for administering the *Crown Land Management Act 2016*, the objects under this act and the principles of Crown land management. In relation to domestic waterfront facilities, the department is responsible for:

- assessing applications for landowner's consent to enable lodgement of a development application with a council under Part 4 of the *Environmental Planning and Assessment Act 1979* for the development of domestic waterfront facilities on Crown land
- assessing applications as the determining authority under Part 5 of the *Environmental Planning and Assessment Act 1979* for the activity of domestic waterfront facilities on Crown land that do not require a development application
- assessing licence applications to occupy and use domestic waterfront facilities on Crown land
- ongoing administration, management and regulation of the use and occupation of domestic waterfront facilities on Crown land.

Waterfront structures and uses not acceptable on Crown land

The department will not approve new applications for the following types of structures or uses:

- any structure that interferes with public foreshore access, including fencing, hedging and gardening
- boat lifts or lifting devices, including mooring whips and davits, except where the applicant has a genuine need for a lifting device for the safe disembarking and embarking of a disabled person
- boat cradles, unless the cradle can be retracted and fully stored above the mean high water mark or within an approved boatshed
- boatsheds including any structural works on existing facilities that require Council approval, except in locations where the only access to private land is by water and the only practical location for the boatshed is on Crown land, subject to practical public access along the foreshore not being restricted
- boat storage is not permitted below the MHWM unless in an approved boatshed or berthing area
- storage of items, equipment or materials below the MHWM
- decking that is not essential for access to other domestic waterfront facilities
- floating air, dry docks, modular/storage pontoons or other similar structures for the antifouling or storage of vessels due to the impact on public safety, visual amenity, seagrasses, fish habitat and navigation
- structures associated with fuel storage, fuels supply, service pedestals, supply of water
- sewer or drainage infrastructure unless required by Council or another approving authority
- gates and locks that restrict entry to the jetty, including signage restricting access to waterfront structures
- lighting, lighting fixtures, solar panels, security cameras and other electrical works, unless consent has been sought from the department and the items are installed in accordance with Australian Standards
- pergolas, cabanas, barbeques or similar structures
- permanent berthing at a jetty, except where berthing is wholly within an approved berthing area
- berthing of oversized craft which encroaches outside an approved berthing area
- ramps, skids or slipways that do not conform to the natural foreshore levels and significantly obstruct practical public access
- reclamations, seawalls and retaining walls, unless foreshore erosion requires arresting and where no alternative strategy (such as relocation) is possible, or where a limit line of reclamation has been identified and adopted to conform with a smooth tidal flow
- residences and other non-boating structures or usages, including satellite dishes, aerials, awnings or other fixtures. Any boatsheds that have a residential or non-boating related use will be required to be removed or reinstated as a boatshed.
- slipways that provide any type of storage on tidal or adjacent foreshore Crown land
- solid-fill jetties, unless required as groynes for the protection of the foreshore

- structures where the adjoining foreshore land is reserved Crown land, Crown road or other public land
- swimming enclosures and swimming pools including any structural works on existing facilities to extend the economic life requiring Council approval

Licences

The department issues licences for new and existing domestic waterfront facilities to authorise the use or occupation of Crown land, subject to a set of terms and conditions. You must hold a licence prior to constructing any new structures on Crown land (and valid development consent if applicable).

When a licence is granted, the department creates a notation on the certificate of title for the land that benefits from the domestic waterfront facility. This alerts prospective buyers to the existence of a licence for the domestic waterfront facilities and allows easy identification of the licence in any conveyancing process relating to the benefitting property.

Generally, domestic waterfront licences are granted to the owners whose land directly adjoins waterfront facilities on the Crown land below the MHWM. Where a domestic waterfront facility extends outside the water division prolongation, it is not treated as an adjoining structure. For more information see the section ‘Waterfront occupations that adjoin another party’s land’ in this guideline.

Licences are granted for a term of 20 years, or alternatively for the remaining life of a domestic waterfront facility if the lifespan is fewer than 20 years. All new licences have a specified termination date; however, licences may be revoked by the department at any stage without compensation.

A licence holder must apply to the department for a new licence six months prior to the expiry of a current licence in order to continue using and occupying of the domestic waterfront facility.

The department may need to assess the facility in order to determine the life expectancy, whether there have been any additions made, whether the facilities are in good condition and that the structure continues to comply with the *Crown Lands Management Act 2016* and these guidelines. The department may request further information from the applicant to inform this assessment, including an identification survey, engineers report and photographs.

A licence holder can request the department terminate a licence at any time. The department will only terminate the licence once the domestic waterfront facilities have been appropriately removed from Crown land and the site is rehabilitated to the department’s satisfaction. Approval to remove the domestic waterfront facilities may also require development consent from council and other government authorities, such as NSW Department of Primary Industries—Fisheries. Any development consent may also be subject to landowner’s consent from the department.

The licence sets out the terms and conditions for the use and occupation of the domestic waterfront facility. The licence holder is responsible for complying with these terms and conditions, including maintaining the domestic waterfront facility in a state of good repair. The licence holder must also comply with any other local, state or federal government requirements that apply.

Reserve-front waterfront occupations

The department will not authorise the construction of any new domestic waterfront facilities or replacement of any structural works on existing facilities that adjoin reserved foreshore land because of the impediment they represent to the public’s use and enjoyment of the land. This includes adjoining foreshore land that is reserved Crown land, a Crown road or other public land.

There are a number of existing reserve-front domestic waterfront facilities that have been authorised in the past. As reserve front waterfront occupations adjoin public land, it may not be possible for licensees to obtain public liability insurance, which is a requirement of a domestic waterfront licence agreement.

When these licences expire, the department will review the condition of the structures and if derelict or in a poor or unsafe condition, instruct the holder to remove the structures at their own cost. The department can order removal prior to the expiration of the licence if evidence is available that the structures pose a risk to public safety.

Note: that this section may not apply to water-access-only occupations.

Waterfront occupations that adjoin another party's land

If domestic waterfront facilities (proposed and existing) adjoin freehold land that is not owned by the applicant, the department is unlikely to grant a licence. While sharing arrangements are encouraged in certain situations, such as water access only occupations, the department will not force owners to share structures that directly adjoin their freehold property.

Sharing is at the discretion of the owner whose property directly adjoins the structures below the MHWM. Any existing waterfront tenures of this nature will not transfer when the land changes ownership unless a legal and binding deed of agreement is maintained with the incoming party.

Existing domestic waterfront facilities that extend outside the water division prolongation and do not directly adjoin the freehold land are not classified as adjoining. Generally, the department seeks to ensure that all structures and uses are contained wholly within the Division of waterway of a property fronting a waterway.

The Division of waterway is entirely administrative in nature and is not intended to confer any rights upon any adjoining landowner. The line is determined at the discretion of the department to ensure tenures over waterways are practical in their application. The Division of Waterway assists in determining whether a proposed development will unacceptably affect marine access and/or amenity to neighbouring facilities or properties.

Sharing domestic waterfront facilities

Where two or more parties are sharing a domestic waterfront facility that adjoins both properties, a separate licence agreement will be issued to each party. These arrangements allow each party to share rental costs based on the area of occupation that adjoins their property and receive separate notices for the payment of rent.

Where a domestic waterfront facility is shared between two or more properties, a party wishing to develop a site, must obtain the agreement of all sharing parties by lodging a joint Landowners Consent application with the department. Where a strata body, or the like, applies for a licence, the licence is issued in the name of the interest group. However, the body must nominate a principle contact for the purpose of administering the licence. Sharing arrangements then become a matter for the parties involved.

Water access only occupations

Special provisions and considerations are given to water access only occupations including rent exemptions for essential structures that allow access to a Crown waterway. All domestic waterfront licences attract an annual administration fee to cover departmental costs in the administration of licences. Other exceptions include sharing provisions, non-adjoining occupancies and boatsheds located on Crown land to safely store vessels in recognition of the nature of water access only properties.

Water access only occupations can apply for a review of the essential occupation area by completing the Licence domestic waterfront water access only occupation area review application.

Rent

All domestic waterfront occupancies have a two-part tariff comprising an annual administration fee (subject to an annual 2.5% increase) and an annual rental charge. The administration fee applies

to all tenures, and annual charges are subject to GST. The rental charge covers the use and occupation of public land below the MHWM and is calculated using the four elements in the formula below:

Annual rent charge = precinct statutory land value (m^2) x occupancy area (m^2) x discount factor (50%) x rate of return (updated annually by IPART).

Properties that are only accessible by water only are exempt from the annual rental charged for the area of occupation that is for the sole purpose of accessing the adjoining waterfront property.

Table 1 details the structures that are essential and exempt from rent and those that are discretionary. The annual administration fee will still apply to these licences.

Table 1. Structures exempt from rent and those that are discretionary

Essential structures	Discretionary structures
• Jetty (including solid fill and stone) • Jetty ramp • Pontoon • Berthing area • Wharf • Platform • Slipway* • Landing • Boat ramp*	All other structures not listed as an essential structure, including boat lifts, boat sheds, reclamations, swimming pools and enclosures, residences

* Only applicable where there is no other essential structure

For further information on rental calculations for domestic waterfront occupancies, see the *Domestic Waterfront Rent Calculation Fact Sheet* available from the NSW Department of Industry website industry.nsw.gov.au/lands/use/licences/domestic-waterfront

Pensioner rebates

Eligible pensioners with a domestic waterfront facility adjoining their sole place of residence are eligible for a 50% rebate on the rental component only. For further information on eligibility, go to Financial Concessions - rebates.

Financial hardship

Hardship relief is available to licence holders experiencing short-term financial difficulties. It provides assistance through payment plans, extensions to pay and in certain cases, and waiving of interest on late payments.

Every hardship relief application is considered on a case-by-case basis and must be supported by documentary evidence of financial hardship. Any personal information provided to the department is used and held in accordance with the information protection principles of the *Privacy and Personal Protection Act 1998*.

In all cases where concessions or rebates are applied, it is only applied to the rental component.

Compliance

The department monitors and inspects domestic waterfront facilities and undertakes waterway audits to ensure that licence holders are complying with the terms and conditions of their licence.

The most common compliance breach is for unauthorised structures where a domestic waterfront facility has been erected or altered without the consent of the department, Council, Fisheries or Maritime.

When unauthorised structures are detected, these are referred to the department's Compliance Unit for risk assessment. The department may issue a new licence for the total area of occupation where considered appropriate with this guideline and departmental policy or require the licence holder to alter their existing licence if the area of occupation has been reduced. The department will note details of the unauthorised structure/s in the licence agreement and the licence holder must seek the consent of all relevant authorities to legalise their occupation. If the unauthorised structures are not permissible under these guidelines or consent cannot be obtained from the relevant authorities, then the structures must be removed at the licence holders' cost or the department may serve an order or a direction under section 9.9 of the Act to have the unauthorised structures removed.

Unauthorised structures may not be covered by public liability insurance and the adjoining landowner and/or person responsible for the structure/s may be held liable for injury in the absence of a suitable insurance policy.

It is the responsibility of a licence holder to comply with the terms and conditions of the licence, as well as other state and local government requirements. Failure to comply can result in the department taking any of the following regulatory actions:

- serve a notice or direction on the person to cease using the structure
- serve a notice or direction on the person to remedy or rectify the non-compliance
- remedy, rectify or remove the unauthorised structures and or materials and recover costs from the person
- terminate the existing licence
- commence legal action
- issue penalty infringement notices.

All occupations on Crown public land require a licence agreement. Untenured occupations are subject to compliance and enforcement action. The Minister has powers under s5.26 - *licences for unauthorised use or occupation of Crown land* to grant a licence to the registered owner of the benefiting land without their consent.

Part B: Constructing a new domestic waterfront facility

Construction of a new domestic waterfront facility requires consent from the department (as the landholder) before lodgement of a development application with council, and then a licence from the department once the development application has been approved. This section of the guidelines details the process for applying for the required consents to construct a domestic waterfront facility or to seek approval for existing unauthorised structures.

Approval or removal of existing unauthorised structures

Applications that seek retrospective approval of existing unauthorised structures that comply with the objectives of this guideline, will require Landowner's Consent to lodge a Building Information Certificate application. Council, as the approving authority, may either approve the existing structures, or advise the applicant the unauthorised structure/s will need to be removed at your cost.

In most cases, where the department identifies unauthorised structures, a special condition is included in the licence agreement, giving the licence holder six months to lodge Landowner's consent with the department.

Complying development

Where an adjoining landowner seeks to undertake works to an existing approved domestic waterfront facility that fall within the confines of complying development and comply with the objectives of this guideline, landowner's consent to lodge a Complying Development Certificate application with Council is required to first be obtained from the department.

Procedure

Step 1—Applying for landowner's consent for domestic waterfront structures to lodge a planning application with Council

1.1 Preparation of plans and environmental assessment

- The applicant must compile relevant site plans and any statement of environmental effects or environmental impact statements for the proposed or existing domestic waterfront facilities to satisfy the requirements of the relevant council's planning application process. Private contractors or consultants can be engaged by applicants to undertake this work on their behalf.

1.2 Consent from NSW Department of Primary Industries—Fisheries and NSW Roads & Maritime Services

- The applicant must contact and apply for written consent from the NSW Department of Primary Industries—Fisheries and NSW Roads & Maritime Services for the proposed development or authorisation of domestic waterfront facilities prior to lodging an application for landowner's consent with the department

1.3 Submission of application

- The applicant must submit a completed *Landowner's consent for domestic waterfront structures application form* (available from www.industry.nsw.gov.au/lands/what-we-do/fees-and-forms/forms) along with supporting documents and the associated fee to the department. The application form must include the following:
    - two copies of a site plan or survey showing the location of the proposed domestic waterfront facility, including dimensions and area (square metres) for all existing and proposed occupation below deed MHWM

- the completed development application, Building information Certificate application for existing (authorised or unauthorised) structures or Complying Development Certificate application.
- a detailed description of the proposal that is sufficient to understand the full extent and likely impacts of the proposal together with any statement of environmental effects or environmental impact statements
- photographs of the site at high and low tides from off-shore facing the property and from on-shore facing the waterway
- a copy of the written consent from NSW Department of Primary Industries—Fisheries and NSW Roads & Maritime Services supporting the proposal.

Step 2—Assessment of application for landowner's consent

2.1 Assessment of application

- The department will assess the application for consistency with the objects and principles of the *Crown Land Management Act 2016* and these guidelines, including the criteria set out in Annexure A. These obligations are different to the assessment process for any subsequent application, consent or other approval required under the *Environmental Planning and Assessment Act 1979*.
- Where council deems that a development application is not required for a domestic waterfront facility under their local environmental plan, the department becomes the determining authority under Part 5 of the *Environmental Planning & Assessment Act 1979*. The applicant may be required to prepare a review of environmental factors and the impacts of the proposal will be reviewed under Part 5 of *Environmental Planning & Assessment Act 1979* in addition to the *Crown Land Management Act 2016* and these guidelines.

2.2 The department advises applicant of outcome

- If the landowner's consent application is approved, the department will issue the applicant with landowner's consent and sign the required plans. The letter of consent usually includes a condition that the relevant planning application be lodged in the form that has been approved by the department within 12 months of the date landowner's consent was granted. Should the 12-month period lapse before the relevant planning application is submitted with council, then landowner's consent will need to be renewed. Once landowner's consent has been granted and planning approval provided, the applicant applies for a new licence agreement.

  Landowner's consent does not authorise a person to occupy Crown land or commence construction of a domestic waterfront facility. Occupation and construction of a domestic waterfront facility can only commence once development consent or a complying development certificate has been issued by Council and a domestic waterfront licence has been granted by the department.

If there are any changes made to the development application after landowner's consent is granted, the department will need to reassess the matter prior to the applicant lodging the modified application with council.

Step 3—Lodgement of planning application with council

3.1 Applicant lodges planning application with council

- The applicant lodges the planning application and required supporting documentation with council for determination.

3.2 Council determine the application

- Council determines the application and advises the applicant of the outcome. If a development application is refused, then the applicant will need to discuss with council if the development application can be amended to enable approval. The domestic waterfront

facility proposal will be unable to progress until the council approves a development application.
- If Council refuses a Building Information Certificate, then it is likely that Council will require the domestic waterfront facility to be removed.

If council requires any changes to a planning application after it has been submitted to council, then the department will need to reassess the matter prior to further consideration by council.

Step 4—Applying for a Crown land licence

4.1 Applicant applies for a Crown land licence

- The applicant must submit a completed *Licence: new domestic waterfront licence application form* (available from industry.nsw.gov.au/lands/what-we-do/fees-and-forms/forms) to the department. The application must be accompanied by:
    - a copy of the approved development application or Building Information Certificate and stamped plans
    - the fee listed on the licence application.

4.2 Assessment of licence application

- The department will assess the licence application for consistency with the objects, principles and requirements of the *Crown Land Management Act 2016*, these guidelines, the *Native Title Act 1993* and other relevant legislation or policy. The department may also need to issue notifications of the proposed licence to relevant stakeholders, potentially adding additional time to the processing of the application.
- If the application is approved, the department will issue the applicant with an offer of licence. The licence offer must be signed by all applicants and returned to the department (if agreed). The department then arrange for the licence to be executed and a signed copy returned to the applicant.

Step 5—Finalisation

5.1 Final approvals from council

- Once the department has issued the applicant with an executed licence, the applicant must ensure they have all the required approvals in place under the *Environmental Planning and Assessment Act 1979*. This can include getting a construction certificate from council.

5.2 Commencement of construction

- After the applicant obtains all required approvals, they can begin construction of the proposed domestic waterfront facilities. The applicant must adhere to any conditions outlined in the development application, other statutory approval and the licence when constructing the facilities.

5.3 Finalisation

- When construction is completed, the applicant may need to seek further approvals from their local council. This includes, but is not limited to, an occupation certificate.
- As a condition of the licence granted by the department, the applicant must also supply a ‘works as executed’ survey within six months of completing construction. If the facilities are different from that originally approved, the applicant may have to apply for an alteration to their licence and obtain further development consent or a Building Information Certificate from their local council.

This process is shown as a flowchart in Annexure B.

Part C: Transferring a domestic waterfront facility licence

Licences for domestic waterfront facilities that are associated with, and provide a direct benefit to, private land (benefited land) will automatically transfer to the purchaser when the ownership of the private land changes hands. This transfer occurs automatically at the time of settlement in accordance with the *Crown Land Management Act 2016.* It is the responsibility of the purchaser to notify the department and pay the required transfer fee within 28 days of settlement.

A licence **will not** automatically transfer if the ownership of the benefitted land is changed by a transmission and not a transfer. A transmission can occur where the ownership of land is transmitted to an executor, beneficiary, mortgagee or other third party.

When a licence automatically transfers, the purchaser is liable for any amount owing on the licence, payment of the ongoing rent and compliance with the terms and conditions of the licence.

Licences will automatically transfer only if settlement occurred after 1 July 2018. Settlements before 30 June 2018 are subject to other transfer provisions and the purchaser must lodge an application with the department for the transfer to take effect.

Where a property is associated with a domestic waterfront licence, we recommend the conveyancing agent or solicitor acting for the purchaser undertakes a third-party conveyancing search with the department. This confirms whether a licence automatically transfers and details any amounts owing on the account at the time of settlement so that the appropriate adjustments are made at settlement.

This section details the process the purchaser must follow in notifying the department of the transfer of the licence.

Procedure

Step 1—Notifying the department of transfer

- The purchaser must notify the department within 28 days of settlement by completing the *Licence: automatic transfer notification of a domestic waterfront tenure —form* (available from.industry.nsw.gov.au/lands/what-we-do/fees-and-forms/forms), paying the required fee listed on the form and providing photographs of the domestic waterfront facilities. The photographs are used to determine the condition of the structures and confirm that no unauthorised works have been undertaken.

Step 2—Receipt of notification and issuing of documentation

- Once the department receives notification, it will update its records and review the domestic waterfront facilities to ensure they have not been expanded or modified from that originally approved. Where there are unauthorised domestic waterfront facilities, the department will take compliance action that could require the structures to be removed or for the purchaser to seek development and/or building consent for the structures and a new Crown land licence. The department will then issue the purchaser with a copy of the terms and conditions for the licence.

For further information on automated transfers, refer to the *Automatic licence transfer—guidelines* available at: https://www.industry.nsw.gov.au/__data/assets/pdf_file/0006/164553/Automatic-licence-transfer-guidelines.pdf

Part D: Sub-licensing berthing areas

With approval from the department, licence holders who have an approved berthing area within their licence can sub-license their berthing areas to a third party. This incentive generates an income for the licence holder and rationalises waterfront structures and moorings, thus freeing up space in the state's waterways.

The scheme is entirely voluntary and licence holders must ensure they have the appropriate insurances in place.

The department will review the application and the associated documentation and if satisfied, advise the licence holder in writing that an authority to sub-licence will be added to the terms and conditions of the licence.

The minimum term for a sub-licence agreement is 12 months. The maximum term is five years or the balance remaining on the domestic waterfront facility licence (if fewer than five years). In addition to the annual domestic waterfront licence rent, there is an annual charge for the authority to sub-licence a berthing.

The berthing area can only be used for a domestic purpose and private recreation. In accordance with the domestic waterfront facility licence, the licence holder and the third party are not authorised to carry out commercial activities on Crown land.

Get more information in the *Sublicensing of approved berthing areas—Frequently asked questions* document available from industry.nsw.gov.au/lands/use/licences/domestic-waterfront

Definitions

Refer to the *Licensing of Crown Land* policy (policy number IND-O-252 available from industry.nsw.gov.au/policies) for definitions of key words used within these guidelines. Key words used in these guidelines not referenced in the policy are defined in Table 2.

Table 2. Terms and definitions

Word	Meaning
adjoining landowner	Owner of the private residential land that directly adjoins Crown land, for example the owner of a waterfront property
benefiting land	The property described in the Description of Land on the licence agreement
berthing area	Area of water allocated for the on-water storage of boats adjacent or attached to a fixed or floating facility, allowing for walk-on access to the boat
boat lift	A device used for lifting or steering a vessel out of the water
boatshed	A building or other structure used for the storage and routine maintenance of a boat of boats and which is associated with a private residence
Crown waterfront land	Is Crown land (as defined under the *Crown Lands Management Act 2016*) that is located above the MHWM and adjoins submerged Crown land
davit	Mechanical device for lifting or lowering of a vessel from or into the water
department	The NSW Department of Planning, Industry & Environment – Crown Lands
division of waterway	a line determined by the department to equitably apportion the areas of waterway relative to the frontages of foreshore land parcels.
domestic	use associated with a private domestic dwelling/residence excluding properties where registered business or commercial activities are undertaken
domestic swimming enclosure	A net or other structure placed in a waterway for the purpose of providing a protected swimming area, but does not include a public water recreational facility
domestic waterfront facility	Include jetties, boatsheds, berthing areas, boat ramps, slipways, pontoons, reclaimed land, seawalls for private usage
foreshore land	Land that is directly adjacent to a waterway
holder	The person referred to as the holder of a domestic waterfront licence
IPART	Independent Pricing and Regulatory Tribunal
landowner's consent	With respect to the *Environmental Planning and Assessment Act 1979,* consent by the landowner for the lodging of a development application under section 4.12 or for the lodging of a building certificate under section 6.26
MHWM	Mean high water mark. The plane of the mean high water level of all ordinary local high tides that intersect the foreshore. Generally, MHWM is determined by a registered land surveyor

Word	Meaning
Minister	The ministering administering the *Crown Land Management Act 2016* and his/her delegates
occupancy	The area for which a domestic waterfront licence is issued and rent is charged
permanent berthing	Berthing of a vessel at a domestic waterfront facility for a total period greater than six hours
pontoon	A floating structure used for access to the water that is support by a jetty and ramp
practical public access	Right of members of the community/public to gain access along the intertidal zone and adjoining Crown foreshore land, where the existing landform permits access
reclamation	An area of submerged Crown land which has been filled or drained for the purposes of reclaiming the land
reserve front	Where a Crown reserve, council reserve or road reserve directly adjoins a waterway and separates a person's private land from the waterway
seawall	A structure along the land/water interface to protect the land from the sea or to stop accelerated erosion of the shoreline, but does not include a breakwater
slipway	Any structure, usually in the form of two support parallel rails, on which a wheeled cradle is run to draw a vessel by means of a powered or manual winch, a block and tackle or the like
structure	A structure that makes up part or all of a domestic waterfront facility and is to be taken as interchangeable with domestic waterfront facilities
submerged Crown land	Crown land as defined under the *Crown Lands Management Act 2016* that lies below the mean high water mark for tidal lands, including the intertidal zone and the bed of the ocean, rivers, lakes and creeks
unauthorised	Existing waterfront structures installed without consent from the department or without approval from Council, Fisheries or Maritime.
waterway	Means any river, stream, lake, creek, lagoon, swamp, wetlands, or tidal waters located in an IPART waterway

Related documents

- *Crown Land Management Act 2016*
- NSW Department of Industry—Licensing Crown Land Policy
- NSW Department of Industry—Automated Licence Transfer Guidelines.

Superseded documents

- NSW Department of Industry—Domestic Waterfront Facility Policy 2014
- NSW Department of Industry—Sublicensing of Approved Berthing Areas: Information for Domestic Waterfront Licence Holders.

Annexures

Table 3. Guide to annexures

Letter	Title	Details
A	Objective criteria	Details the criteria used to determine whether a proposal meets the objectives of these guidelines.
B	New domestic waterfront facility flow chart	A flowchart of the process in obtaining approval for the construction of a new domestic waterfront facility.

Annexure A

The table below provides the criteria used to assess if a proposal for a domestic waterfront facility is likely to achieve the objectives set our earlier in these guidelines.

Table 4. Objectives and outcomes

Objective	Outcome
Public ownership and public access (Objectives a and b) i. Where private land directly adjoins submerged Crown land	• Where there is no direct public access to submerged Crown land, domestic waterfront facilities may be acceptable. • Where public access to submerged Crown land is possible, then structures are designed, and have incorporated into their construction, adequate provision to maintain or enhance public foreshore access and makes best use of waters space fronting the property.
ii. Where submerged Crown land adjoins a reserve front and is not immediately private land nearby	• New domestic waterfront facilities are not acceptable. • Existing domestic waterfront facilities may remain where public access needs are reasonably provided for within the wider area and there are no obstructions. *Note: There is no guarantee prior sharing arrangements will continue where ownership of the adjoining benefitted land changes.*
iii. Where submerged Crown land adjoins a reserve front and there is nearby private land	• New domestic waterfront facilities are not acceptable. • Existing domestic waterfront facilities may remain until expiration licence or as otherwise determined by the minister. • Existing domestic waterfront facilities may be considered for transfer at the discretion of the minister *Note: There is no guarantee prior sharing arrangements will continue where ownership of the adjoining or benefitted land changes.*
Impact on natural environment (Objective c)	Impacts of the domestic waterfront facility on the natural environment and systems within the area are to be minimal. The department will consider the following matters (but not limited to these): • water flow and quality • marine and riparian vegetation • marine organisms • shoreline stability • natural coastal processes • retention of natural features, including the configuration of the bed of the waterway, natural rock formations and undeveloped areas.
Function and use (Objectives d & e)	• Domestic waterfront facilities are only to be used for water-dependant or water-related recreational purposes requiring location in or in close proximity to the waterway. • Domestic waterfront facilities are only to be used for domestic purposes. • Two or more persons may propose the shared use of a domestic waterfront facility that straddles both property boundaries and each party will be issued a separate licence. The department encourages shared occupation in a locality where it is appropriate to reduce the overall number of waterfront structures, in particular to reduce cumulative impacts in a locality.

Objective	Outcome
Appearance and aesthetics (Objective f)	• The location and design of the domestic waterfront facility is considered by the local council when assessing any development application (DA). The department will also consider the capabilities of the land, its suitable and preferred uses in relation to the proposed domestic waterfront facility. • Domestic waterfront facilities should not reduce the current or future public enjoyment of the Crown land because of inappropriate scale or form. These structures should be of a scale and form that is not disproportionate with or intrusive on the surrounding development and the natural and cultural environment. • Lengths of proposed structures do not protrude further into the waterway than existing structures in the immediate vicinity. The need to reach usable water is not adequate justification for extended structures. • Domestic waterfront facilities confirm with the orientation of existing structures in the vicinity. Where proposed structures interfere with navigation or access to adjoining domestic waterfront facilities, an alternative orientation may be considered.
Impact on cultural environment and cultural heritage (Objective g)	New domestic waterfront facilities are not to disturb or impact on artefacts and relics in the area. Separate approval from the NSW Office of Environment & Heritage may be required if any artefacts or relics are to be impacted. Existing structures that are listed as part of the cultural heritage of the area are recognised by the department. 'Listed' means a listing under (but not limited to): • the National Estate • the State Heritage Register • heritage and conservation registers of NSW agencies • a planning instrument (State Environmental Planning Policy or Local Environmental Plan)
Waterway navigation (Objective h)	• Domestic waterfront facilities (including berthing areas) do not obstruct navigation and comply with requirements of Roads & Maritime Services. • Domestic waterfront facilities do not extend outside of the water division prolongation of the benefitting property and do not impede access or use of any existing domestic waterfront facilities or deter future domestic waterfront facility development. Existing domestic waterfront facilities that extend outside of the water division prolongation do not automatically create any additional interest in the domestic waterfront facilities.

Annexure B

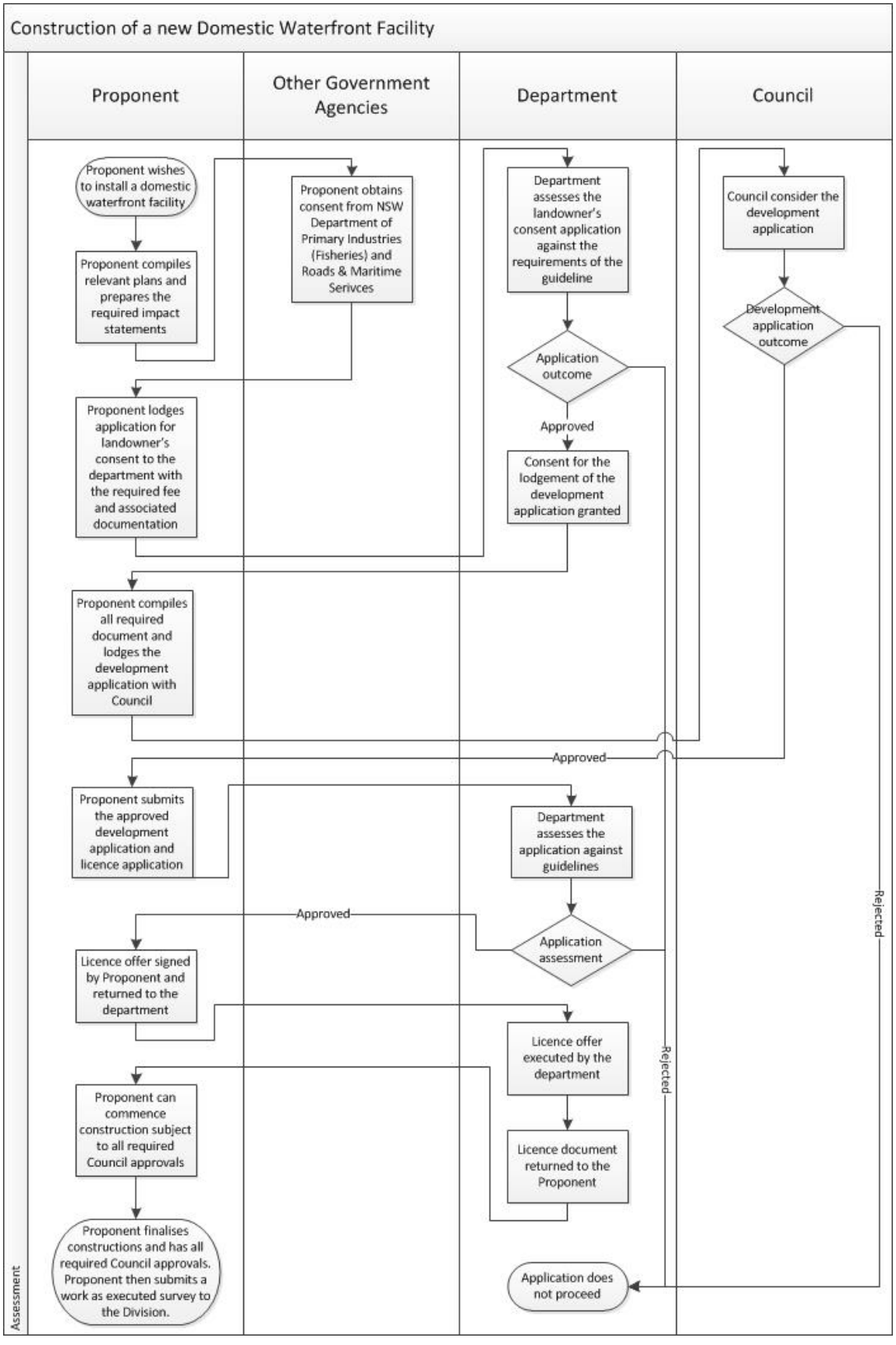


Figure 1. Workflow for construction of a new domestic waterfront facility

McGrath

WAIVER OF COOLING-OFF PERIOD

Section 59 Property, Stock and Business Agents Act 2002 ("the Act'J)

Cooling off period
The Act provides that there is to be a cooling-off period for every agency agreement which relates to the sale of residential property or rural land in New South Wales.

What does this mean?
If you are the client of an agent licensed under the Act, you can decide to rescind the agency agreement by serving a written notice of rescission on the agent in accordance with s.60 of the Act, during the cooling-off period.

Effects of rescission

- Service of a notice of rescission terminates the agency agreement from the time the agreement was entered into
- Neither the agent nor you are required to pay any amount by way of commission, damages, costs or expenses for or in connection with the agency agreement or itsrescission
- However, the agent must refund any money that you have already paid to the agent under the rescinded agreement

Start and finish of cooling-off period
The cooling-off period commences when the agency agreement is signed by you or on your behalf. If more than one person is to sign the agreement the period will commence after the last person has signed.

When the agreement has been signed you have until 5pm on the next day that is either a business day or a Saturday to rescind the agreement.

What is a business day?
A business day is a day other than a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Can the cooling-off period be extended?
Yes. The cooling-off period may be extended by either:

- a provision in the agency agreement; or
- in writing by the agent before the period is due to end.

Giving up your right to a cooling-off period
You may give up your right to a cooling-off period by signing a waiver of the right in the form provided below.

What happens if you give up your cooling-off right
If you sign the attached form of waiver, you will lose the right to rescind the agreement during the cooling-off period.

Condition that must be satisfied before you can sign a waiver
The Act requires that at least one business day before you sign an agency agreement the agent must provide you with copies of:

- the proposed agency agreement, and
- (if the agreement relates to residential land the current consumer guide to agency agreements published by the Office of Fair Trading.

In addition, you must sign the form of waiver before you sign the agency agreement.

Important Note:

- You should keep all documents provided to you by the agent in a safe place.

WAIVER OF RIGHT TO COOLING-OFF PERIOD

1. I/We KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund (In Liquidation) trust ABN 57 413 197 086 ('Trustee') (name/s of client/s)

   of Level 5, 2 Chifley Square SYDNEY NSW (client/s address)

   propose to enter into an agency agreement with Alan Bowler of McGrath Estate Agents Gosford (name of licensee)

   On 28/07/2022 (date) in respect of a property at

   67 Victory Parade, Tascott NSW 2250 (details of address/land)

2. In accordance with s.59(5) of the Act, I/We herby waive the cooling-off period that would otherwise apply to the agency agreement referred to above.

3. I/We understand that as a consequence of this waiver I/We will not be able to rescind the agreement during the cooling-off period as provided for in s.10(1) of the Act.

4. I/We acknowledge that the agent provided me/us with:

   - a copy of the proposed agency agreement on 28/7/2022 (insert date) AND
   - a copy of the current consumer guide to agency agreements published by the Office of Fair Trading on 28/7/2022 (insert date)

5. I/We state that I/We did not sign the agency agreement prior to signing this form of waiver.

KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund (In Liquidation) trust ABN 57 413 197 086

Client Name/s

K. Connelly.

Agreed by the Vendor

Signed by the Trustee in its capacity as trustee of the Trust, and not its personal capacity.

McGrath

Sales Inspection Report and Exclusive Agency Agreement

Sale Property 67 Victory Parade, Tascott NSW 2250 KC

Vendor's name KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust ('Trustee')

Address Level 5, 2 Chifley Square SYDNEY NSW

Email kberry@kordamentha.com **Mobile** 0422 663 269

Solicitor's Firm Ashurst

Contact name Kate Ferguson **Mobile** 0447 687 229

Address for Service 5 Martin Place, SYDNEY, NSW 2000

Email Kate.ferguson@ashurst.com **Telephone** 0292 585 624

Agent JMB (NSW) Pty Ltd trading as McGrath Gosford ABN 96 093 402 021, Licence No. 1083703 of Suite 3.7 Riverside Park 69 Central Coast HighwayWEST GOSFORD NSW 2250;
Alan Bowler, License No 1177470, Alan Bowler Pty Ltd ABN 29 390 892 844 of Suite 3.7 Riverside Park 69 Central Coast HighwayWEST GOSFORD NSW 2250

(in this Agreement referred to as "McGrath", unless otherwise indicated by the context)

Agent's Estimated Selling Price (incl GST if any) 1,750,000.00 - 1,925,000.00

Note the Estimated Selling Price is not a valuation and only the Agent's opinion.

Agent's recommended method of Sale ☒ Auction ☐ Private Treaty ☒ Expressions of Interest

I instruct McGrath to market the Sale Property at ~~1,750,000.00~~ TBC KC ☒ OK to publish KC

Any Special Instructions or Conditions Not known to the agent at the time of inspection, refer to the contract for sale.

Easements, covenants, defects, notices or orders that may affect the Property. ☐ No ☑ Yes KC

Any fittings and fixtures to be included in the Sale as per the contract for sale

Offered with ☒ Vacant possession ☐ Subject to existing tenancy

Signature of Agent [signature] **Date of Report** 24/8/22

Appointment

1. I am the Vendor of the Sale Property (the Property). I warrant that I have the authority to enter into this agreement. I appoint McGrath to submit the Property for sale by:

KC ☒ Auction on To Be Advised or any other date agreed to in writing between the parties. I will provide a reserve price in writing prior to the commencement of the auction. If the Property does not sell at Auction, McGrath's appointment under this agreement will revert to an appointment to sell and market the Property by Private Treaty.

☒ Private Treaty. The offering price for the Property will be $ _____

☐ *Expressions of Interest closing* _____ *on* _____

2. I give McGrath exclusive rights to sell the Property commencing from the date of this agreement and expiring ~~120~~ 90 KC days later (the **Exclusive Period**). After the Exclusive Period McGrath will remain as Non-exclusive agent unless either party cancels this agreement in writing (the **Non-exclusive Period**). If the Exclusive Period is for a fixed term exceeding ~~120~~ 90 days, then I may terminate this agreement by giving 30 days' notice in writing to McGrath at any time after the end of the first ~~120~~ 90 KC days (this termination does not apply where the contract for sale provides for the construction of a new dwelling on the land by the vendor).

7 days KC

8. For the avoidance of doubt, where the deposit monies are held by the Principal's solicitor in trust under this agreement and a purchaser under a contract for sale of the Property authorises or agrees for the deposit monies to be released to the Principal before settlement of the contract for sale, then prior to any sum being released, the Principal must give an irrevocable direction and authority to the Principal's solicitor or conveyancer to retain a sum in trust sufficient to cover McGrath's fees, expenses and charges (payable under this agreement) and attend to payments of such fees, expenses and charges to McGrath from the sum retained when due and payable when the sale completes.

Agent's Remuneration

3. I agree that McGrath shall be entitled to a fee of ~~4.54~~ 1.4 plus % ~~including~~ GST of the selling price (the Selling Fee). – excluding GST

4. If the Property sells at the Estimated Selling Price the Selling Fee will be $ ~~28,000.00 – 28,845.00~~ $24,500 to 26,950 (~~including~~ GST). plus McGrath will be entitled to the Selling fee:

   a. if the Property is sold by McGrath, any other agent or myself during the Exclusive Period;
   b. if at any time following the expiration of the Exclusive Period I enter into a contract for the sale of the Property with a purchaser who was effectively introduced to the Property during the Exclusive Period by McGrath, any other agent, or myself; and the sale completes
   c. if at any time during the Non-exclusive Period McGrath effectively introduces a purchaser to the Property who subsequently enters into a Contract for the Sale of the Property; and the sale completes

IMPORTANT: This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sells the property or introduces a buyer who later buys the property.

WARNING: Have you signed an agency agreement for the sale of this property with another agent? If you have, you may have to pay 2 commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

5. The Selling Fee cannot be varied unless agreed by me in writing.

6. The Selling Fee is due and payable on completion of the sale. ~~However, the Selling Fee and any other outstanding monies is also payable to McGrath on demand if:~~
   ~~a. the contract for sale is terminated due to the purchaser's non-performance and the deposit is forfeited to me;~~
   ~~b. the Contract for Sale is not completed as a result of my default; and/or;~~
   ~~c. the purchaser and I mutually agree to not proceed with completion of the Contract.~~

~~**WARNING: A commission is payable under this agreement even if the sale of the property is not completed.**~~

Deposit and Authorisation

7. I agree that ~~McGrath~~ the Trustee's solicitor will hold the deposit paid by the purchaser in trust as stakeholder pending completion ~~which will be invested in an interest bearing account if the deposit is greater than $250,000 and if the contract for sale for the Property so requires. McGrath will be entitled to deduct all fees and expenses payable under this agreement on receipt of authorisation from the purchaser or their solicitor/conveyancer to account to me. If the deposit is invested in an interest bearing account, interest earned on investment will be disbursed as per the contract for sale after bank and government charges have been deducted.~~

~~8. If the parties to the contract for sale agree to release the deposit or any part of it before completion, I agree that:~~
   ~~a. McGrath may continue to hold an amount in trust equal to the Selling Fee and any outstanding monies owed under this agreement immediately prior to the release of the deposit; or~~
   ~~b. If McGrath is unable to hold the relevant amount in trust in accordance with clause 8(a), I will instruct my solicitor to prepare an undertaking in relation to the collection of the Selling Fee and any outstanding monies owed under this agreement to McGrath at settlement.~~

Material Fact

To the extent the Principal is aware and to the extent in the Principal's opinion such details and information is pertinent to the sale.

9. In respect of the sale of the Property I warrant and agree that I have supplied in writing to McGrath all relevant facts and information pertaining to all facts in respect of the Property which a purchaser would consider to be material.

10. I acknowledge that the *Property and Stock Agents Act 2002* requires McGrath to disclose all material facts to prospective purchasers. I direct McGrath to disclose all of the material facts to all prospective purchasers of the Property. In this clause 'material fact' includes the matters outlined in section 54 of the *Property and Stock Agents Regulation 2014*.

Financial and Investment Advice

11. I acknowledge that I should seek my own independent financial and investment advice.
Any financial or investment advice provided by McGrath is general advice and does not take into account the individual circumstances of the vendor or the vendor's objectives, financial situation or needs.

McGrath's Indemnity and Liability

12. I will hold and keep indemnified McGrath against all actions, suits, claims, demands, costs and expenses whatsoever which may be taken or made against McGrath in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of McGrath under this agreement.

Good and Services Tax (GST)

Provided McGrath does not operate outside the powers, duties or authorities conferred in this agreement or as a result of fraud or negligence by McGrath.

13. Any amounts payable by me to McGrath and McGrath Marketing pursuant to this agreement for services are expressed ~~including~~ excluding GST at the current rate of 10% or such other rate as determined by legislation.

Conjunction

14. Unless otherwise instructed, McGrath may allow other agents to act in conjunction with them in order to effect a sale but only one Selling Fee will be payable by me.

McGrath must disclose to prospective purchases the Principal's position with respect to information that there is no warranty as to factual correctness or accuracy. McGrath acknowledges the Principal provides all such information to its best knowledge and relies solely on information in its possession.

Disclosures

15. In respect of any expenses incurred by me or by McGrath on my behalf pursuant to this agreement, McGrath discloses to me that they may receive the following rebates, discounts or commissions from third parties:

Name of Third Party	Estimated amount of Rebate, Discount or Commission
Havenview Management **ABN 39 093 884 201**	Volume based rebate between 0% and 17.5% used to subsidise marketing production costs
Oxygen Home Loans **ABN 46 103 177 377**	Between 0% and 23.75% of the upfront and trail commission received by Oxygen for any successful referral

Expenses

16. I agree that McGrath shall be entitled to reimbursement for the following expenses or charges incurred by them in connection with services provided under this Agreement. The services and amounts cannot be varied except with my agreement in writing.

Description of Expense	When Payable
Marketing & Auctioneer booking fee(if applicable)	Payable on the date of this agreement unless otherwise agreed by McGrath. Despite anything else in this Agreement, I agree to pay all marketing expenses approved by me and expended regardless of whether the Property is sold. If the Property is not sold or completion of the sale does not take place, I agree to pay any outstanding marketing expenses on demand. The Auctioneer Fee (if applicable) is payable as part of the Marketing Investment, whether or not the Property is withdrawn from sale or sold before, at or after the auction.
	Total $ $3,211.00

Payment for Marketing

I agree to the following method of payment for the Marketing Investment the amount of $ _____

Payment Method ☒ EFT ☐ Visa ☐ Mastercard ☐ Cheque ☐ Other ☐ Campaign Agent

Credit card payments will incur a _____ surcharge. EFT transfer to BSB: _____ AC: _____

Cheque payable to _____

Privacy Statement

17. McGrath Limited (ABN: 61 608 153 779) and its related bodies corporate (including but not limited to McGrath Oxygen Home Loans Pty Ltd (ACN 103 177 377) and Total Real Estate Training Pty Ltd (ACN 093 918 122)), franchisees, agents and brokers (McGrath) collect and handle your personal information in accordance with our Privacy Policy. If you provide us with your details, we may contact you about our property listing, promotions, and related products and services. We may use your personal information within McGrath and disclose it to our authorised representatives and service providers who act on our behalf, to fulfil the purpose for collecting your information. Our service providers may have servers located overseas such as in USA, Europe, Philippines and Japan, and you consent to these overseas disclosures. Without your information, we may not be able to provide you with services and you may miss out on receiving valuable information from us. We do not collect sensitive information about you unless you provide it to us voluntarily. You have a right to access your personal information that we hold and may ask us to correct this. Our Privacy Policy contains more detail on your rights and contact details for questions or complaints at mcgrath.com.au/privacy.

Consumers Guide

18. I acknowledge that I have been provided with a copy of the approved Consumers Guide 'Agency Agreements for the Sale of Residential Property' before this agreement was entered into:

☒ **Yes** **Date** 28/07/2022 ☐ **No**

Service of Agreement

19. I acknowledge being served with a copy of this agreement:

☒ **Yes** **Date** 28/07/2022 ☐ **No**

Cooling Off Period

COOLING OFF PERIOD: You (the vendor) have a cooling off period for this agreement. If you do not wish to continue with this agreement you can cancel it until 5pm on the next business day or Saturday.

20. I acknowledge that I have a cooling off period under this Agreement. I have waived the cooling off period in writing:

☒ **Yes** **Date** 28/07/2022 ☐ **No**

Signature of Vendor K. Connelly. 21. Trustee's liability (attached) KC

Name of Vendor KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust KC

Signature of Agent

Name of Agent Alan Bowler

McGrath

Relevant Sales

Vendor Name/s: KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident

Property Address: 67 Victory Parade, Tascott NSW 2250

PROPERTY ADDRESS	SOLD PRICE	SOLD DATE
61 Victory Parade, Tascott, NSW, 2250	$1,720,000.00	11/12/2021
19 Victory Parade, Tascott, NSW, 2250	$2,026,000.00	22/6/2021
14 Brisbane Water Drive, Koolewong, NSW, 2256	$2,070,000.00	23/3/2022

JUSTIFICATION

61 Victory Parade, Tascott, NSW, 2250

19 Victory Parade, Tascott, NSW, 2250

14 Brisbane Water Drive, Koolewong, NSW, 2256

I have received and understand the above information from my agent with relation to the sale of my/our property.

DISCLAIMER – While we make every effort to ensure that the information we provide you is correct and up-to-date, we do not warrant its accuracy or reliability. Interested parties should exercise their own independent skill and judgement before they rely on it. In any important matter, you should seek professional advice relevant to your own circumstances.

K. Connolly.

Agreed by the Vendor

Agreed by JMB (NSW) Pty Ltd
and on behalf of McGrath Gosford

© McGrath Limited 2011

21. TRUSTEE'S LIABILITY

(a) The agent:

(i) agrees that by the Trustee signing this document, the Trustee (except in its capacity as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 trust (**Custodian Trust**)) and any officers, directors, employees, agents, advisers or representatives of the Trustee or KordaMentha Pty Ltd ACN 100 169 391 (**Related Persons**) will not be liable under this document in anyway;

(ii) agrees that any information the Trustee provides to the agent in connection with this document does not, and will not, give any representation or warranty as to the completeness, accuracy or relevance of any such information;

(iii) releases the Trustee (except in its capacity as trustee of the Custodian Trust) and each Related Person from this document for loss or damage and must not sue the Trustee (except in its capacity as trustee of the Custodian Trust) or any Related Person in respect of this document for loss or damage;

(iv) indemnifies the Trustee (except in its capacity as trustee of the Custodian Trust) and any Related Persons against any loss or damage suffered by reason of a breach of the preceding subclause; and

(v) must not make any claim about the Trustee's appointment as trustee of the Custodian Trust or the Trustee's powers to sell the property, enter into this document or perform any obligation under this document.

(b) This clause continues despite the Trustee ceasing to act as trustee of the Custodian Trust or this document terminating.

(c) This document operates as a deed poll in favour of, and is enforceable by, a Related Person.

KC

McGrath

Annexure A

NSW Agency Agreement Pricing Annexure

Property Address: 67 Victory Parade, Tascott NSW 2250

1. I/We confirm the agent has provided sales evidence of at least 3 similar properties (attached) to form their estimated selling price of $ 1,750,000.00 to $ 1,925,000.00

2. I/We currently consider the range of the agents estimated selling price to be fair and reasonable.

3. I/We reserve the right to vary our expectations or the advertised/quoted price at any stage and I/we will advise you accordingly in writing.

4. I/We confirm our instructions to promote the above property at the following price (choose one only)

KC TBD

- ☐ Price range of $ _____ to $ _____ (*private treaty or auction*) or
- ☒ Market the property at a single price guide of $ ~~1,750,000.00~~ _____ ; (*private treaty or auction*)
- ☐ No price indication at all for first 7 days of campaign, buyers can be given a copy of the comparable sales used at the agents discretion, price to be displayed after 7 days: $ _____ - $ _____
- ☐ Market the property with no price indication for duration of Campaign

5. I/We will provide our final reserve price in writing prior to the scheduled auction, upon receiving all feedback from the market.

6. Should I/we decline an offer, which is above the bottom figure of the displayed price range, the advertised/quoted price will be amended as soon as practical to show a new price range which is not less than the price which was declined.

K. Connelly.

Agreed by the Vendor

23 August 2022

Date

Agreed by JMB (NSW) Pty Ltd and on behalf of McGrath Gosford

24/8/22

Date

McGrath

MARKETING SCHEDULE

67 VICTORY PARADE, TASCOTT
MONDAY 25 JULY 2022

ESSENTIALS



DESIGNED TO MAKE YOUR HOME STAND OUT.

Floorplan	150
1 x 8ft x 4ft Signboard	300
100 x Classic Plus 4 Page Brochure	200
Auctioneer (discounted) booking fee	495
Internet (domain.com.au)	295
Internet (McGrath.com.au)	0
Internet (realestate.com.au Premiere)	1655
Campaign Management Fee	116

TOTAL

3211 Incl. GST

2919.09 Excl. GST

KC

PAYMENT OPTIONS.
To make payment please scan the QR code or visit the website vpapay.cc and use the reference **NFZ43X**

Visit our payment portal
vpapay.cc

Enter your reference
NFZ43X

Pay Now / Pay Later Totals
$3,211.00 / $3,400.45

Pay Later | Pay | BPAY | AMERICAN EXPRESS | VISA

This quote is valid for 30 days. Prices and products are subject to change and the vendor will be liable for any variation in price and will accept any variation to products.

PO[illegible]530

McGrath

Preliminary File Note

Inspection Date: 17 / 06 / 2022

Property Details

Property Address	67 Victory Parade, Tascott NSW 2250						
Property Type	House						
Bedrooms	2	Bathroom	2	Car Park Type		Car Spaces	
Outlook	Waterfront			Land Size	798sqm		
Local Council	Gosford						
Council Rates				Water Rates			

Features

- ☐ Air Conditioning
- ☐ Working Fireplace
- ☐ Swimming Pool
- ☐ Tennis Court
- ☒ Waterfront
- ☒ Boating Facilities
- ☐ Gas Cooking
- ☐ Gas Heating
- ☐ Gas Hot Water

Other

Inclusions

- ☒ Fixed Floor Coverings
- ☒ Light Fittings
- ☒ Curtains
- ☒ Blinds
- ☐ Security Alarm
- ☐ Dishwasher

Other

Exclusions	
Occupancy/Tenant Details	Vacant

Townhouse / Unit Details

Building Style	NIL	No. of Apts	NIL	Admin Fees	NIL	Sinking	NIL
Building Name	NIL	Strata Man.	NIL	Telephone	NIL	Fax	NIL
Tenant Name	NIL	Telephone	NIL	Property Man.	NIL	Telephone	NIL

Notes:

Agent Signature

Vendor Signature

K. Connelly.

McGrath

WAIVER OF COOLING-OFF PERIOD

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Cooling off period
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Effects of rescission

- Service of a notice of rescission terminates the agency agreement from the time the agreement was entered into
- Neither the agent nor you are required to pay any amount by way of commission, damages, costs or expenses for or in connection with the agency agreement or itsrescission
- However, the agent must refund any money that you have already paid to the agent under the rescinded agreement

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The cooling-off period commences when the agency agreement is signed by you or on your behalf. If more than one person is to sign the agreement the period will commence after the last person has signed.

When the agreement has been signed you have until 5pm on the next day that is either a business day or a Saturday to rescind the agreement.

What is a business day?
A business day is a day other than a Saturday, Sunday, public holiday or bank holiday in New South Wales.

Can the cooling-off period be extended?
Yes. The cooling-off period may be extended by either:

- a provision in the agency agreement; or
- in writing by the agent before the period is due to end.

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What happens if you give up your cooling-off right
If you sign the attached form of waiver, you will lose the right to rescind the agreement during the cooling-off period.

Condition that must be satisfied before you can sign a waiver
The Act requires that at least one business day before you sign an agency agreement the agent must provide you with copies of:

- the proposed agency agreement, and
- (if the agreement relates to residential land the current consumer guide to agency agreements published by the Office of Fair Trading.

In addition, you must sign the form of waiver before you sign the agency agreement.

Important Note:

- You should keep all documents provided to you by the agent in a safe place.

KC

WAIVER OF RIGHT TO COOLING-OFF PERIOD

(In Liquidation) trust ABN 57 413 197 086

KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund ~~Trust~~

1. I/We ('Trustee') _____ (name/s of client/s)

   of Level 5, 2 Chifley Square SYDNEY NSW _____ (client/s address)

   propose to enter into an agency agreement with Alan Bowler of McGrath Estate Agents Gosford KC (name of licensee)

   On 28/07/2022 (date) in respect of a property at

   69 Victory Parade, Tascott NSW 2250 (details of address/land)

2. In accordance with s.59(5) of the Act, I/We herby waive the cooling-off period that would otherwise apply to the agency agreement referred to above.

3. I/We understand that as a consequence of this waiver I/We will not be able to rescind the agreement during the cooling-off period as provided for in s.10(1) of the Act.

4. I/We acknowledge that the agent provided me/us with:

   - a copy of the proposed agency agreement on 28/7/2022 (insert date) AND
   - a copy of the current consumer guide to agency agreements published by the Office of Fair Trading on 28/7/2022 (insert date)

5. I/We state that I/We did not sign the agency agreement prior to signing this form of waiver.

KC

(In Liquidation) trust ABN 57 413 197 086

KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund ~~Trust~~

Client Name/s

K. Connelly

Agreed by the Vendor

Signed by the Trustee in its capacity as trustee of the Trust, and not its personal capacity. KC

McGrath

Sales Inspection Report and Exclusive Agency Agreement

Sale Property 69 Victory Parade, Tascott NSW 2250 KC

Vendor's name KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust ('Trustee')

Address Level 5, 2 Chifley Square SYDNEY NSW

Email kberry@kordamentha.com **Mobile** 0422 663 269

Solicitor's Firm Ashurst

Contact name Kate Ferguson **Mobile** 0447 687 229

Address for Service 5 Martin Place, SYDNEY, NSW 2000

Email Kate.ferguson@ashurst.com **Telephone** 0292 585 624

Agent JMB (NSW) Pty Ltd trading as McGrath Gosford ABN 96 093 402 021, Licence No. 1083703 of Suite 3.7 Riverside Park 69 Central Coast HighwayWEST GOSFORD NSW 2250;
Alan Bowler, License No 1177470, Alan Bowler Pty Ltd ABN 29 390 892 844 of Suite 3.7 Riverside Park 69 Central Coast HighwayWEST GOSFORD NSW 2250

(in this Agreement referred to as "McGrath", unless otherwise indicated by the context)

Agent's Estimated Selling Price (Incl GST if any) 1,500,000.00 - 1,650,000.00

Note the Estimated Selling Price is not a valuation and only the Agent's opinion.

Agent's recommended method of Sale ■ Auction ☐ Private Treaty ■ Expressions of Interest

I instruct McGrath to market the Sale Property at ~~1,500,000.00~~ TBC KC ■ OK to publish KC

Any Special Instructions or Conditions Not known to the agent at the time of inspection, refer to the contract for sale.

Easements, covenants, defects, notices or orders that may affect the Property. ☒ No ■ Yes

Any fittings and fixtures to be included in the Sale as per the contract for sale

Offered with ☒ Vacant possession ☐ Subject to existing tenancy

Signature of Agent **Date of Report** 24/8/22

Appointment

1. I am the Vendor of the Sale Property (the Property). I warrant that I have the authority to enter into this agreement. I appoint McGrath to submit the Property for sale by:

   ■ Auction on To Be Advised or any other date agreed to in writing between the parties. I will provide a reserve price in writing prior to the commencement of the auction. If the Property does not sell at Auction, McGrath's appointment under this agreement will revert to an appointment to sell and market the Property by Private Treaty.

   ■ Private Treaty. The offering price for the Property will be $ _____

   ☐ Expressions of Interest closing _____ on _____

2. I give McGrath exclusive rights to sell the Property commencing from the date of this agreement and expiring ~~120~~ 90 KC days later (the **Exclusive Period**). After the Exclusive Period McGrath will remain as Non-exclusive agent unless either party cancels this agreement in writing (the **Non-exclusive Period**). If the Exclusive Period is for a fixed term exceeding ~~120~~ 90 KC days, then I may terminate this agreement by giving 30 days' notice in writing to McGrath at any time after the end of the first ~~120~~ 90 KC days (this termination does not apply where the contract for sale provides for the construction of a new dwelling on the land by the vendor).

   7 days KC

8. For the avoidance of doubt, where the deposit monies are held by the Principal's solicitor in trust under this agreement and a purchaser under a contract for sale of the Property authorises or agrees for the deposit monies to be released to the Principal before settlement of the contract for sale, then prior to any sum being released, the Principal must give an irrevocable direction and authority to the Principal's solicitor or conveyancer to retain a sum in trust sufficient to cover McGrath's fees, expenses and charges (payable under this agreement) and attend to payments of such fees, expenses and charges to McGrath from the sum retained when due and payable when the sale completes.

Agent's Remuneration

3. I agree that McGrath shall be entitled to a fee of ~~1.54~~ 1.4 plus % ~~including~~ GST of the selling price (the Selling Fee). ~~—~~ excluding GST

4. If the Property sells at the Estimated Selling Price the Selling Fee will be $~~20,790.00 – 23,100.00~~ 21,000 to 23,100 plus (~~including~~ GST). McGrath will be entitled to the Selling fee:
   a. If the Property is sold by McGrath, any other agent or myself during the Exclusive Period;
   b. If at any time following the expiration of the Exclusive Period I enter into a contract for the sale of the Property with a purchaser who was effectively introduced to the Property during the Exclusive Period by McGrath, any other agent, or myself;
   c. If at any time during the Non-exclusive Period McGrath effectively introduces a purchaser to the Property who subsequently enters into a Contract for the Sale of the Property; and the sale completes and the sale completes

IMPORTANT: This is an exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sells the property or introduces a buyer who later buys the property.

WARNING: Have you signed an agency agreement for the sale of this property with another agent? If you have, you may have to pay 2 commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

5. The Selling Fee cannot be varied unless agreed by me in writing.

6. The Selling Fee is due and payable on completion of the sale. ~~However, the Selling Fee and any other outstanding monies is also payable to McGrath on demand if:~~
   ~~a. the contract for sale is terminated due to the purchaser's non-performance and the deposit is forfeited to me;~~
   ~~b. the Contract for Sale is not completed as a result of my default; and/or;~~
   ~~c. the purchaser and I mutually agree to not proceed with completion of the Contract.~~

~~**WARNING: A commission is payable under this agreement even if the sale of the property is not completed.**~~

Deposit and Authorisation

7. I agree that ~~McGrath~~ the Trustee's solicitor will hold the deposit paid by the purchaser in trust, ~~which will be invested in an interest bearing account if the deposit is greater than $250,000 and if the contract for sale for the Property so requires. McGrath will be entitled to deduct all fees and expenses payable under this agreement on receipt of authorisation from the purchaser or their solicitor/conveyancer to account to me. If the deposit is invested in an interest bearing account, interest earned on investment will be disbursed as per the contract for sale after bank and government charges have been deducted.~~ as stakeholder pending completion.

~~8. If the parties to the contract for sale agree to release the deposit or any part of it before completion, I agree that:~~
   ~~a. McGrath may continue to hold an amount in trust equal to the Selling Fee and any outstanding monies owed under this agreement immediately prior to the release of the deposit; or~~
   ~~b. If McGrath is unable to hold the relevant amount in trust in accordance with clause 8(a), I will instruct my solicitor to prepare an undertaking in relation to the collection of the Selling Fee and any outstanding monies owed under this agreement to McGrath at settlement.~~

Material Fact

9. In respect of the sale of the Property I warrant and agree that I have supplied in writing to McGrath all relevant facts and information pertaining to all facts in respect of the Property which a purchaser would consider to be material. To the extent the Principal is aware and to the extent in the Principal's opinion such details and information is pertinent to the sale.

10. I acknowledge that the *Property and Stock Agents Act 2002* requires McGrath to disclose all material facts to prospective purchasers. I direct McGrath to disclose all of the material facts to all prospective purchasers of the Property. In this clause 'material fact' includes the matters outlined in section 54 of the *Property and Stock Agents Regulation 2014.*

Financial and Investment Advice

11. I acknowledge that I should seek my own independent financial and investment advice.
Any financial or investment advice provided by McGrath is general advice and does not take into account the individual circumstances of the vendor or the vendor's objectives, financial situation or needs.

McGrath's Indemnity and Liability

12. I will hold and keep indemnified McGrath against all actions, suits, claims, demands, costs and expenses whatsoever which may be taken or made against McGrath in the course of or arising out of the proper performance or exercise of any of the powers, duties or authorities of McGrath under this agreement. Provided McGrath does not operate outside the powers, duties or authorities conferred in this agreement or as a result of fraud or negligence by McGrath.

Good and Services Tax (GST)

13. Any amounts payable by me to McGrath and McGrath Marketing pursuant to this agreement for services are expressed ~~including~~ excluding GST at the current rate of 10% or such other rate as determined by legislation.

Conjunction

14. Unless otherwise instructed, McGrath may allow other agents to act in conjunction with them in order to effect a sale but only one Selling Fee will be payable by me.

McGrath must disclose to prospective purchases the Principal's position with respect to information that there is no warranty as to factual correctness or accuracy. McGrath acknowledges the Principal provides all such information to its best knowledge and relies solely on information in its possession.

Disclosures

15. In respect of any expenses incurred by me or by McGrath on my behalf pursuant to this agreement, McGrath discloses to me that they may receive the following rebates, discounts or commissions from third parties:

Name of Third Party	Estimated amount of Rebate, Discount or Commission
Havenview Management **ABN 39 093 684 201**	Volume based rebate between 0% and 17.5% used to subsidise marketing production costs
Oxygen Home Loans **ABN 46 103 177 377**	Between 0% and 23.75% of the upfront and trail commission received by Oxygen for any successful referral

Expenses

16. I agree that McGrath shall be entitled to reimbursement for the following expenses or charges incurred by them in connection with services provided under this Agreement. The services and amounts cannot be varied except with my agreement in writing.

Description of Expense	When Payable
Marketing & Auctioneer booking fee(if applicable)	Payable on the date of this agreement unless otherwise agreed by McGrath. Despite anything else in this Agreement, I agree to pay all marketing expenses approved by me and expended regardless of whether the Property is sold. If the Property is not sold or completion of the sale does not take place, I agree to pay any outstanding marketing expenses on demand. The Auctioneer Fee (if applicable) is payable as part of the Marketing Investment, whether or not the Property is withdrawn from sale or sold before, at or after the auction.
	Total $ ~~$4,888.00~~ $4798

Payment for Marketing

I agree to the following method of payment for the Marketing Investment the amount of $ _____

Payment Method ☒ EFT ☐ Visa ☐ Mastercard ☐ Cheque ☐ Other ☐ Campaign Agent

Credit card payments will incur a _____ surcharge. EFT transfer to BSB: _____ AC: _____

Cheque payable to _____

Privacy Statement

17. McGrath Limited (ABN: 61 608 153 779) and its related bodies corporate (including but not limited to McGrath Oxygen Home Loans Pty Ltd (ACN 103 177 377) and Total Real Estate Training Pty Ltd (ACN 093 918 122)), franchisees, agents and brokers (McGrath) collect and handle your personal information in accordance with our Privacy Policy. If you provide us with your details, we may contact you about our property listing, promotions, and related products and services. We may use your personal information within McGrath and disclose it to our authorised representatives and service providers who act on our behalf, to fulfil the purpose for collecting your information. Our service providers may have servers located overseas such as in USA, Europe, Philippines and Japan, and you consent to these overseas disclosures. Without your information, we may not be able to provide you with services and you may miss out on receiving valuable information from us. We do not collect sensitive information about you unless you provide it to us voluntarily. You have a right to access your personal information that we hold and may ask us to correct this. Our Privacy Policy contains more detail on your rights and contact details for questions or complaints at mcgrath.com.au/privacy.

Consumers Guide

18. I acknowledge that I have been provided with a copy of the approved Consumers Guide 'Agency Agreements for the Sale of Residential Property' before this agreement was entered into:

☒ **Yes** **Date** 28/07/2022 ■ **No**

Service of Agreement

19. I acknowledge being served with a copy of this agreement:

☒ **Yes** **Date** 28/07/2022 ☐ **No**

Cooling Off Period

COOLING OFF PERIOD: You (the vendor) have a cooling off period for this agreement. If you do not wish to continue with this agreement you can cancel it until 5pm on the next business day or Saturday.

20. I acknowledge that I have a cooling off period under this Agreement. I have waived the cooling off period in writing:

☒ **Yes** **Date** 28/07/2022 ☒ **No**

21. Trustee's liability (attached) KC

Signature of Vendor K. Connelly

Name of Vendor KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust

Signature of Agent

Name of Agent Alan Bowler

McGrath

Relevant Sales

Vendor Name/s: KordaMentha Shelf Co (APMSPSAF) Pty Ltd as trustee for APM Security Plan Sickness & Accident Fund Trust

Property Address: 69 Victory Parade, Tascott NSW 2250

PROPERTY ADDRESS	SOLD PRICE	SOLD DATE
61 Victory Parade, Tascott, NSW, 2250	$1,720,000.00	11/12/2021
14 Brisbane Water Drive, Koolewong, NSW, 2256	$2,070,000.00	23/3/2022
84 Brisbane Water Drive, Koolewong, NSW, 2256	$2,330,000.00	28/4/2022

JUSTIFICATION

61 Victory Parade, Tascott, NSW, 2250

14 Brisbane Water Drive, Koolewong, NSW, 2256

84 Brisbane Water Drive, Koolewong, NSW, 2256

I have received and understand the above information from my agent with relation to the sale of my/our property.

DISCLAIMER – While we make every effort to ensure that the information we provide you is correct and up-to-date, we do not warrant its accuracy or reliability. Interested parties should exercise their own independent skill and judgement before they rely on it. In any important matter, you should seek professional advice relevant to your own circumstances.

K. Connelly.

Agreed by the Vendor

Agreed by JMB (NSW) Pty Ltd
and on behalf of McGrath Gosford

© McGrath Limited 2011

21. TRUSTEE'S LIABILITY

(a) The agent:

(i) agrees that by the Trustee signing this document, the Trustee (except in its capacity as trustee of the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 trust (**Custodian Trust**)) and any officers, directors, employees, agents, advisers or representatives of the Trustee or KordaMentha Pty Ltd ACN 100 169 391 (**Related Persons**) will not be liable under this document in anyway;

(ii) agrees that any information the Trustee provides to the agent in connection with this document does not, and will not, give any representation or warranty as to the completeness, accuracy or relevance of any such information;

(iii) releases the Trustee (except in its capacity as trustee of the Custodian Trust) and each Related Person from this document for loss or damage and must not sue the Trustee (except in its capacity as trustee of the Custodian Trust) or any Related Person in respect of this document for loss or damage;

(iv) indemnifies the Trustee (except in its capacity as trustee of the Custodian Trust) and any Related Persons against any loss or damage suffered by reason of a breach of the preceding subclause; and

(v) must not make any claim about the Trustee's appointment as trustee of the Custodian Trust or the Trustee's powers to sell the property, enter into this document or perform any obligation under this document.

(b) This clause continues despite the Trustee ceasing to act as trustee of the Custodian Trust or this document terminating.

(c) This document operates as a deed poll in favour of, and is enforceable by, a Related Person.

KC

McGrath

Annexure A

NSW Agency Agreement Pricing Annexure

Property Address: 69 Victory Parade, Tascott NSW 2250

1. I/We confirm the agent has provided sales evidence of at least 3 similar properties (attached) to form their estimated selling price of $ 1,600,000.00 to $ 1,650,000.00

2. I/We currently consider the range of the agents estimated selling price to be fair and reasonable.

3. I/We reserve the right to vary our expectations or the advertised/quoted price at any stage and I/we will advise you accordingly in writing.

4. I/We confirm our instructions to promote the above property at the following price (choose one only)

KC TBD

- ☐ Price range of $ _____ to $ _____ (*private treaty or auction*) or
- ☒ Market the property at a single price guide of $ ~~1,500,000.00~~ ; (*private treaty or auction*)
- ☐ No price indication at all for first 7 days of campaign, buyers can be given a copy of the comparable sales used at the agents discretion, price to be displayed after 7 days: $_____ - $_____
- ☐ Market the property with no price indication for duration of Campaign

5. I/We will provide our final reserve price in writing prior to the scheduled auction, upon receiving all feedback from the market.

6. Should I/we decline an offer, which is above the bottom figure of the displayed price range, the advertised/quoted price will be amended as soon as practical to show a new price range which is not less than the price which was declined.

K. Connelly.

Agreed by the Vendor

22 August 2022

Date

Agreed by JMB (NSW) Pty Ltd and on behalf of McGrath Gosford

24/8/22

Date

McGrath

MARKETING SCHEDULE

69 VICTORY PARADE, TASCOTT
MONDAY 25 JULY 2022

ESSENTIALS



DESIGNED TO MAKE YOUR HOME STAND OUT.

1 x 8 x 4 Edgewrap CC	300
100 x Classic Plus 4 Page Brochure	200
Auctioneer Booking Fee	770
Digital Floorplan	50
Digital Renovator	50
domain.com.au	295
Floorplan	150
Floorplan	120
mcgrath.com.au	0
realestate.com.au Premiere	1655
RES Lucid Vision Package - Drone Photography (2 Stills)	214
RES Lucid Vision Package (14 Stills)	738
Social - ListVid	30
Social - SoldVid	30
Two day to dusk conversions	40
Two drone images retouched	40
Campaign Management Fee	116

TOTAL 4798 Incl. GST

4361.82 Excl. GST

KC

PAYMENT OPTIONS.
To make payment please scan the QR code or visit the website vpapay.cc and use the reference **4MVH9X**

Visit our payment portal
vpapay.cc

Enter your reference
4MVH9X

Pay Now / Pay Later Totals
$4,798.00 / $5,081.08

Pay Later | Pay | BPAY | AMERICAN EXPRESS | VISA

This quote is valid for 30 days. Prices and products are subject to change and the vendor will be liable for any variation in price and will accept any variation to products.

PO# 25476692

McGrath

Preliminary File Note

Inspection Date: 17/06/2022

Property Details

Property Address	69 Victory Parade, Tascott NSW 2250						
Property Type	House						
Bedrooms	2	Bathroom	1	Car Park Type	1	Car Spaces	
Outlook	Waterfront			Land Size	708sqm		
Local Council	Gosford						
Council Rates				Water Rates			
Features	☐ Air Conditioning ☐ Working Fireplace ☐ Swimming Pool ☒ Tennis Court ☒ Waterfront ☒ Boating Facilities ☐ Gas Cooking ☐ Gas Heating ☐ Gas Hot Water Other						
Inclusions	☒ Fixed Floor Coverings ☒ Light Fittings ☒ Curtains ☒ Blinds ☐ Security Alarm ☐ Dishwasher Other						
Exclusions							
Occupancy/Tenant Details	Vacant						

Townhouse / Unit Details

Building Style	NIL	No. of Apts	NIL	Admin Fees	NIL	Sinking	NIL
Building Name	NIL	Strata Man.	NIL	Telephone	NIL	Fax	NIL
Tenant Name	NIL	Telephone	NIL	Property Man.	NIL	Telephone	NIL

Notes:

Agent Signature

Vendor Signature

K. Connelly.

McGrath

Home Sale Tascott House



MEET THE TEAM

MAKE AN ENQUIRY

67 VICTORY PARADE, TASCOTT, NSW, 2250

SOLD $1,750,000
2 BEDROOMS | 2 BATHROOMS | 1 CARSPACE

Rarely seen opportunity with incredible appeal, this direct waterfront property consisting of two separate units and a jetty, is an ideal holiday retreat. There is no denying the golden opportunity this property provides, where you can enjoy all the benefits of living by the water. Reconfigure into a beautiful home overlooking the Brisbane Waters or leave as is, it's up to you.

- Private jetty for boaties to enjoy the Brisbane Waters waterways
- Direct waterfront property; ideal for fishing, boating or kayaking
- Level 708 sqm block
- Two x one bedroom self-contained units with ensuites
- Both units have spacious living rooms and kitchens
- Level north facing Permalum clad property
- Perfect scenario to knock down and rebuild your dream home
- Opportunity to secure this property with neighbouring property as one allotment
- Ideal for siblings, in-law arrangements or investors having potential double income
- Walk to Point Clare railway and Aldi shopping; 60 minutes from Sydney

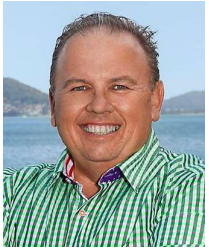
SHARE

RESOURCES

Floorplan

Oxygen Home Loan Calculators

SALES AGENTS



Alan Bowler
Sales Agent

Make an Enquiry



Gus Camden



Enquiry



OWN A SIMILAR PROPERTY?

Whether or not you are thinking of selling, having your home appraised can be a great way of understanding the local market.

START YOUR PROPERTY APPRAISAL





FIND THE RIGHT LOAN FOR YOU

At Oxygen Home Loans, we work for you, not the banks, and pride ourselves on quality advice.

FIND THE RIGHT LOAN FOR ME

FIND

ADVICE

SERVICES

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MEET THE TEAM

MAKE AN ENQUIRY

McGrath

Home Sale Tascott House



MEET THE TEAM

MAKE AN ENQUIRY

69 VICTORY PARADE, TASCOTT, NSW, 2250

SOLD $1,300,000
2 BEDROOMS | 1 BATHROOM | 2 CARSPACES

Situated on the banks of Brisbane Waters on a flat 708sqm block, this property offers the perfect Central Coast lifestyle with direct waterfront access making it ideal for fishing, paddling, boating or skiing. Whether you want a sleepy holiday home or rebuild a modern masterpiece, there is no denying the golden opportunity that is just too good to ignore.

- Direct waterfront property; ideal for water craft activities
- Level north facing brick veneer home
- Two generous bedrooms
- Large formal living space and generous kitchen overlooking the water
- Covered rear outdoor deck taking in the water views
- Single garage and workshop as well as oversized carport
- Suited to retirees or holiday makers, being level land and a single level home
- Perfect scenario to knock down and rebuild your dream home
- Opportunity to secure this property with neighbouring property as one allotment
- Walk to Point Clare railway and Aldi shopping; 60 minutes from Sydney

SHARE

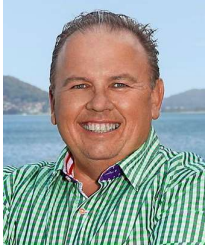
RESOURCES

Interactive Tour

Floorplan

Oxygen Home Loan Calculators

SALES AGENTS



Alan Bowler
Sales Agent

Make an Enquiry



Make
an
Enquiry



OWN A SIMILAR PROPERTY?

Whether or not you are thinking of selling, having your home appraised can be a great way of understanding the local market.

START YOUR PROPERTY APPRAISAL





FIND THE RIGHT LOAN FOR YOU

At Oxygen Home Loans, we work for you, not the banks, and pride ourselves on quality advice.

FIND THE RIGHT LOAN FOR ME

FIND

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SERVICES

ABOUT

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MEET THE TEAM

MAKE AN ENQUIRY

- skip to Main Navigation
- skip to Content

realestate.com.au

Menu

Menu

- Sign in
- Join

- Buy
- Rent
- Sold
- Share
- New homes
- Find agents
- Lifestyle
- News
- Commercial

Property Value Victory Parade 67 Victory Parade

Search for a street address

Search

66 Victory Parade

- ESTIMATED VALUE
- TIMELINE
- EQUITY
- ABOUT
- SIMILAR HOMES
- MARKET TRENDS
- SCHOOLS

68 Victory Parade

66 Victory Parade

McGrath



141
68 Victory Parade
SOLD
This property was **Sold** in the last 6 months View listing

67 Victory Parade
Tascott NSW 2250

Bedrooms 2 Bathrooms 2 Car Spaces 1

Own this property?
Get access to insights and data tailored for property owners.

Track this property

What is tracking?



Next best steps for buyers

- Track your loan
- Compare home loans
- First home buyer's checklist

McGrath

This property sold recently

$1,750,000

View Sold Listing

Want a professional opinion?

Find a local agent to help you understand what your property is worth.

Get a market appraisal

Property sale history

- 2022
  October 2022
  $1,750,000
  Listed by
  McGrath - Gosford

PropTrack

This information is supplied by Realestate.com.au (ABN 21 080 195 535) on behalf of Proptrack Pty Ltd (ABN 43 127 386 298)

Copyright and Legal Disclaimers about Property Data

Calculate your equity

Equity is the difference between the current value of your home and how much you owe on it. Find out how much equity you may be able to access from your home loan.

Estimated property value

$

Outstanding loan amount

$

Your estimated equity

$--

--%

You own approximately --% of your property. You could potentially unlock $--

Track your equity over time

Add your home loan details to your realestate.com.au account and we'll monitor your equity and home loan against the market so you can set and forget and never miss an opportunity to save.

Find a home loan that's right for you

Variable Fixed

Owner/occupier
variable rates from

3.69% p.a. *
Interest rate

4.01% p.a. ^
Comparison rate

See more options

Investor
variable rates from

4.05% p.a. *
Interest rate

4.07% p.a. ^
Comparison rate

See more options

Ubank
variable rates from

:ubank

4.39% p.a. *
Interest rate

4.41% p.a. ^
Comparison rate

See more options

Explore more options

Based on principle & interest and loan size of $736,080 and < 80% LVR, over 30 years

Important information

About this house

67 Victory Parade is a *2 bedroom, 2 bathroom house* with *1 carspace*

Land size	708 m^2
Floor area	Unavailable
Year built	Unavailable

Data supplied by PropTrack

This property attributes information is based on historical and current data supplied to our affiliate companies by State government agencies. This information constitutes "Third Party Content" for the purposes of our website terms of use. realestate.com.au Pty Ltd does not make any warranty as to the accuracy, completeness or reliability of the information or accept any liability arising in any way from any omissions or errors. The information should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before making any property decisions.

Market Activity for 2 bedroom houses in Tascott, NSW

- 3 For sale
- 6 Recently sold
- 2 Open for inspections this week
- 1 Auctions upcoming

Tascott market wrap for 2 bedroom houses

$950,000
MEDIAN SALE PRICE
5.2%
ANNUAL GROWTH

Important information on local market data

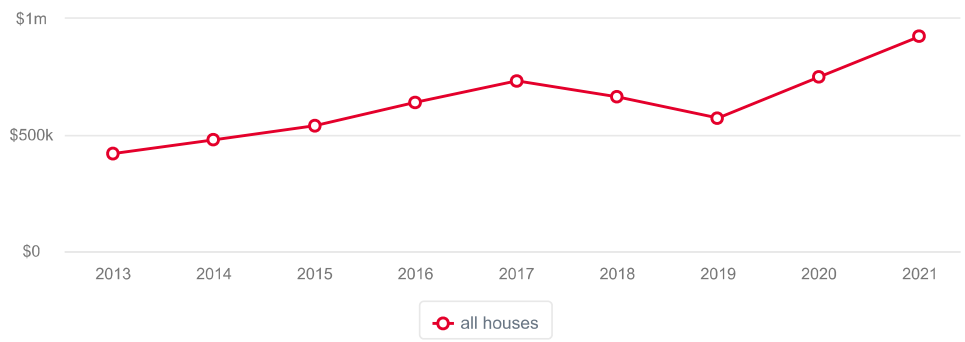
The information published regarding market data is of a general nature only and does not consider your personal or investment objectives, financial situation or particular needs. Information is based on historical data and past performance is not necessarily indicative of future results. Realestate.com.au does not hold an Australian financial services or credit license and cannot provide any endorsement, recommendation or suggestion about any information or products displayed on this property profile. We strongly recommend that you obtain independent advice before you make any financial decisions using the information or investment tools contained on the property investment destination site, and we make no warranty as to the accuracy, completeness or reliability of the information or investment tools, nor do we accept any liability and responsibility arising in any way from omissions or errors contained on the property investment destination.

Market Trends

Discover market trends for houses in Tascott

- Median sale price
- Median rent
- Properties sold

$950k
median sale price
CURRENT
Tascott median sale price trends (last 10 years)
1 year 10 years



How was this calculated?

Median sale price: The price of a property that falls in the middle of the total number of properties sold over the preceding 12 month period for '1 year' trends & calendar year for '10 years' trends. Data current as of 21 September 2022. Data supplied by PropTrack.

Median rent: The advertised weekly rent of a property that falls in the middle of the total number of properties listed over the preceding 12 month period for '1 year' trends & calendar year for '10 years' trends. Data current as of 9 October 2022. Data supplied by realestate.com.au.

Properties sold: The total number of properties sold over the preceding 12 month period for '1 year' trends & calendar year for '10 years' trends. Data current as of 21 September 2022. Data supplied by PropTrack.

Schools closest to 67 Victory Parade

School name	Address	Type	Sector	Distance
Point Clare Public School View Website	takari ave, point clare 2250	Primary	Government	0.80 km
Clare Public School View Website	booligal rd, clare 2715	Primary	Government	0.80 km
St Edward's Christian Brothers College View Website	13 frederick street, east gosford 2250	Secondary	Independent	2.36 km
St Joseph's Catholic College View Website	russell drysdale st, east gosford 2250	Secondary	Catholic	2.49 km
Gosford East Public School View Website	cnr york & webb sts, east gosford 2250	Primary	Government	2.62 km

Show more Show less

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- Real estate to buy and rent
- Search for commercial real estate
- Australia's biggest share accommodation site

International sites Partner sites

International sites: China India Indonesia Malaysia Singapore Thailand United States Vietnam International properties

Partner sites: news.com.au foxsports.com.au homeguru.com.au realestate.co.nz mansionglobal.com askizzy.org.au hipages.com.au makaan.com proptiger.com thinkofliving.com

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71
71 Victory Parade
SOLD
This property was **Sold** in the last 6 months View listing

69 Victory Parade
Tascott NSW 2250

Bedrooms 2 Bathrooms 1 Car Spaces 2

Own this property?
Get access to insights and data tailored for property owners.

Track this property

What is tracking?



Next best steps for buyers

- Track your loan
- Compare home loans
- First home buyer's checklist

McGrath

This property sold recently

$1,300,000

View Sold Listing

Want a professional opinion?

Find a local agent to help you understand what your property is worth.

Get a market appraisal

Property sale history

- 2022
  October 2022
  $1,300,000
  Listed by
  McGrath - Gosford

PropTrack

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Calculate your equity

Equity is the difference between the current value of your home and how much you owe on it. Find out how much equity you may be able to access from your home loan.

Estimated property value

$

Outstanding loan amount

$

Your estimated equity

$--

--%

You own approximately --% of your property. You could potentially unlock $--

Track your equity over time

Add your home loan details to your realestate.com.au account and we'll monitor your equity and home loan against the market so you can set and forget and never miss an opportunity to save.

Find a home loan that's right for you

Variable Fixed

Owner/occupier
variable rates from

3.69% p.a. *
Interest rate

4.01% p.a. ^
Comparison rate

See more options

Investor
variable rates from

4.05% p.a. *
Interest rate

4.07% p.a. ^
Comparison rate

See more options

Ubank
variable rates from

:ubank

4.39% p.a. *
Interest rate

4.41% p.a. ^
Comparison rate

See more options

Explore more options

Based on principle & interest and loan size of $736,080 and < 80% LVR, over 30 years

Important information

About this house

69 Victory Parade is a *2 bedroom, 1 bathroom house* with *2 carspaces*

Land size	708 m^2
Floor area	Unavailable
Year built	Unavailable

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Market Activity for 2 bedroom houses in Tascott, NSW

- 3 For sale
- 6 Recently sold
- 2 Open for inspections this week
- 1 Auctions upcoming

Tascott market wrap for 2 bedroom houses

$950,000
MEDIAN SALE PRICE
5.2%
ANNUAL GROWTH

Important information on local market data

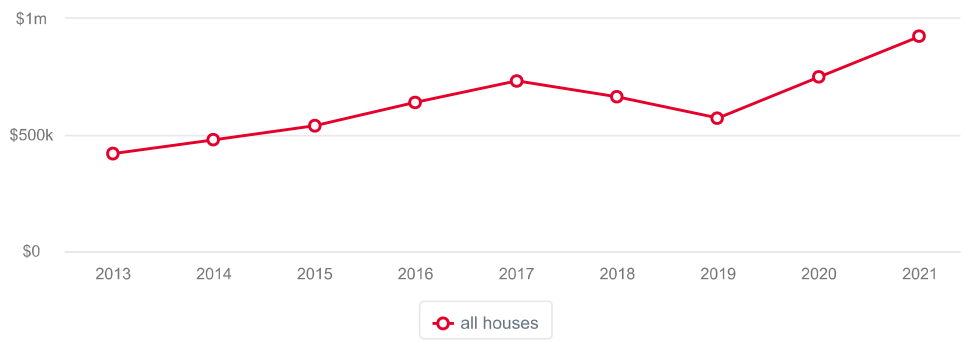
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Market Trends

Discover market trends for houses in Tascott

- Median sale price
- Median rent
- Properties sold

$950k
median sale price
CURRENT
Tascott median sale price trends (last 10 years)
1 year 10 years



How was this calculated?

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Show more Show less

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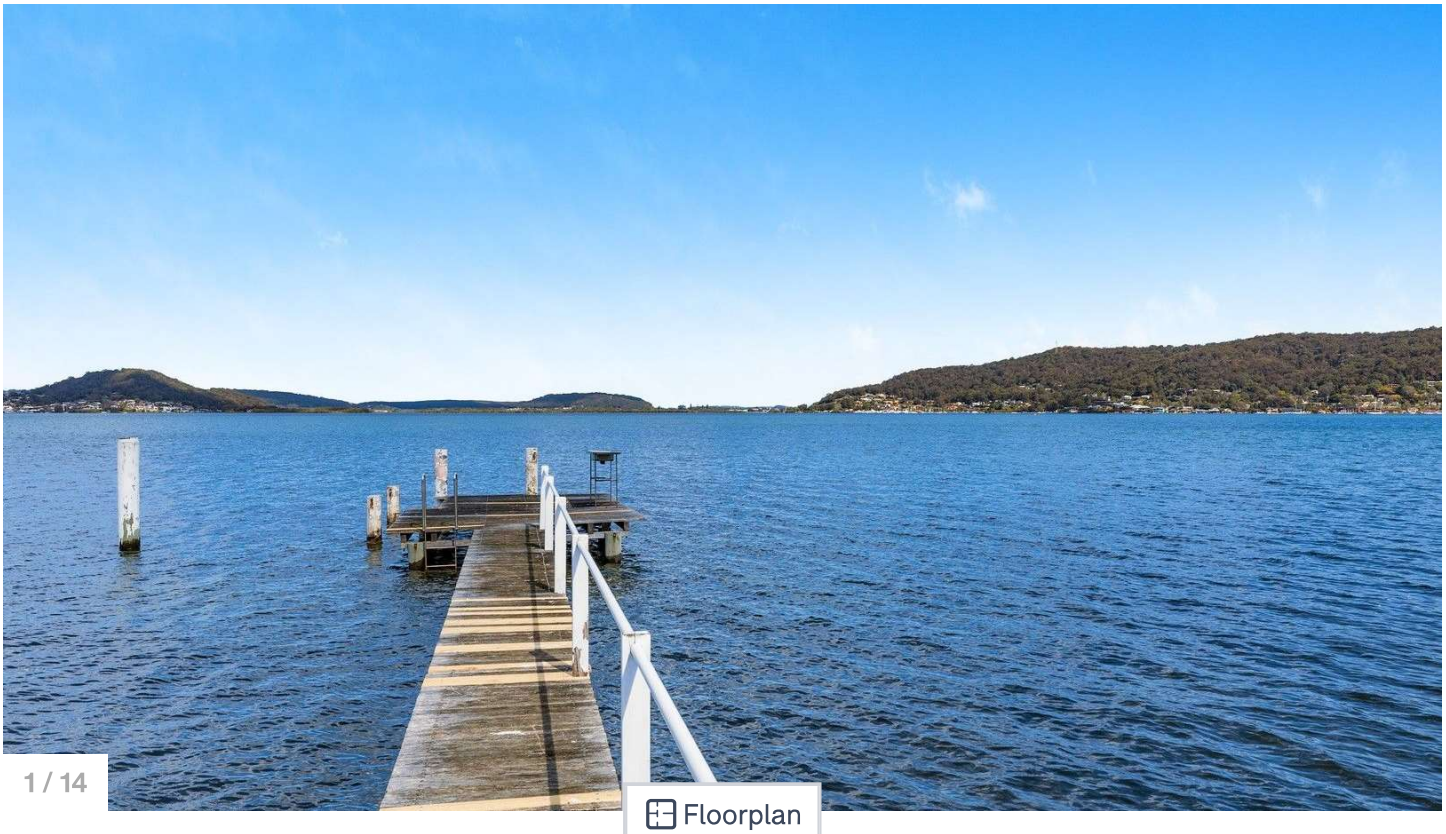
- REA Group corporate website
- Real estate to buy and rent
- Search for commercial real estate
- Australia's biggest share accommodation site

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Sold at auction 15 Oct 2022

SOLD - $1,750,000

67 Victory Parade Tascott NSW 2250

2 2 1 708.2m² House

Can I afford this property?

Calculate home loan repayments

Email Call Shortlist

Property Features

Water Front

Water Views

$1,807 / month*

Compare Home Loans

Call Email

Read more

Add notes

DOMAIN SAYS

3 other 2 bedroom house in Tascott have recently been sold.

Report Listing

View full property history Including sales and rental history

Street View | Directions

Home loans

Domain HomeLoans Powered by lendi

Customer Reviews

4.8 from 1,093 reviews

PRODUCT REVIEW .COM.AU

Arrange pre-approval, so you can act quickly

$1,807 / month*

Compare Home Loans

Call Email

Apply online

Talk to an expert

Explore your options with a Home Loan Specialist from Domain Home Loans.

Schedule a chat

No Domain Home Loans fees

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REPAYMENTS STAMP DUTY & UPFRONT COSTS

Estimated property price

$ 500,000

Example value

My deposit

$ 100,000

20% of estimated price

Loan term

30 years

$1,807 / month*

Compare Home Loans

Call Email

Principal & interest | Interest only

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*Lenders may charge fees and charges.

What you need to know about this estimate

School Catchment Zones for 67 Victory Parade

ALL PRIMARY SECONDARY PRIVATE CHILDCARE NEW

GOVERNMENT SCHOOL CATCHMENT

Point Clare Public School

0.8 km away

K-6 CoEd Government

Henry Kendall High School

3.3 km away

7-12 CoEd Government

INDEPENDENT SCHOOLS

St Edward's Christian Brothers' College

$1,807 / month*

Compare Home Loans

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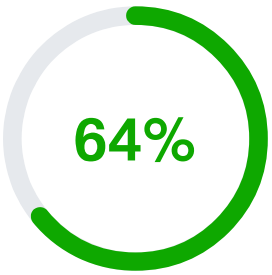
Neighbourhood Insights

A little bit about who lives locally, as provided by government census data

View neighbourhood map here

AGE	%
UNDER 20	27%
20 - 39	18%
40 - 59	26%
60+	29%

LONG TERM RESIDENTS



OWNER	RENTER
82%	18%

FAMILY	SINGLE
60%	40%

Street Profile

$1,807 / month*

Compare Home Loans

Call Email

80% 20%

How do we calculate this estimate?

In this street, the most recent sale of another house with 2 beds, 2 baths, 1 parking space was at number 67, which sold over 1 year ago.

Why do prices vary in the same street?

View street profile

Insights for 2 bedroom houses in Tascott

Market performance*

MEDIAN PRICE
-

AUCTION CLEARANCE
-

SOLD THIS YEAR
3

AVG DAYS ON MARKET
-

*Based on 2 bedroom Houses in Tascott

Demographics*

POPULATION
1,591

OWNER
80%

RENTER
20%

AVERAGE AGE
40 to 59

FAMILY
51%

SINGLE
49%

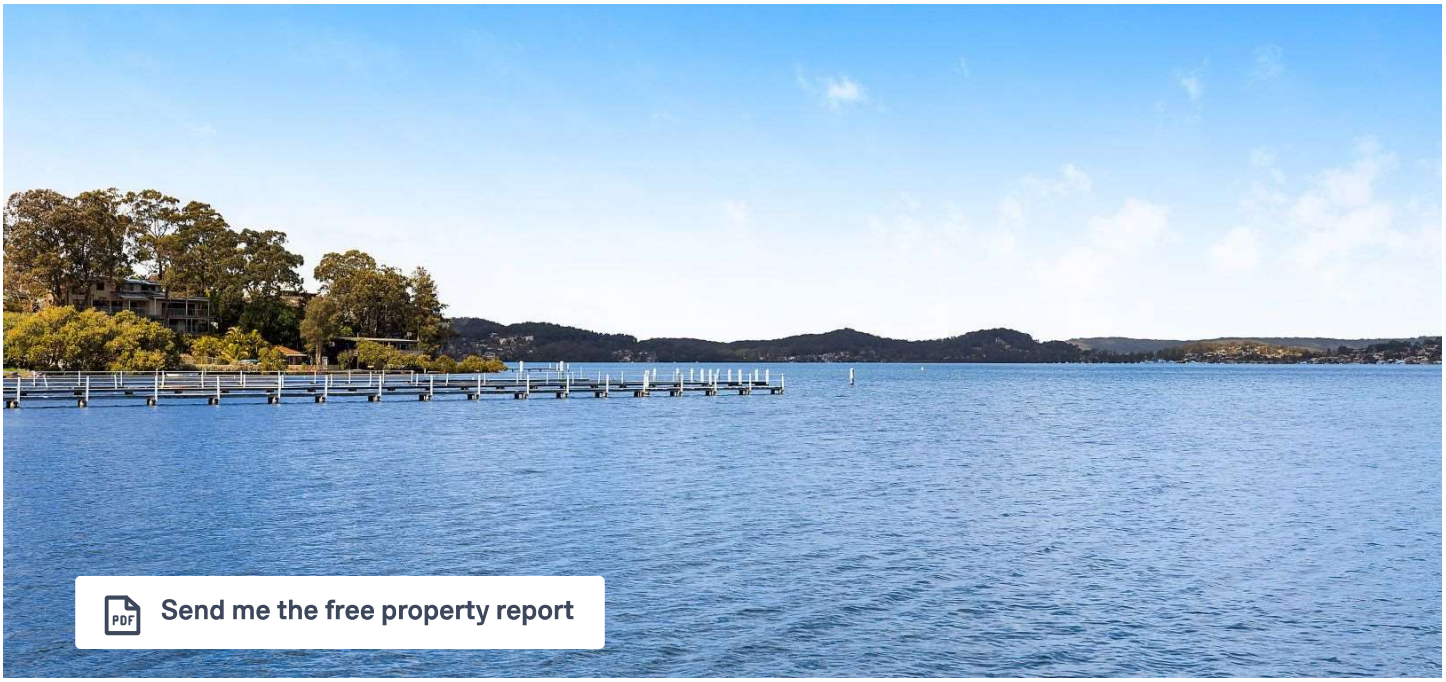
$1,807 / month*

Compare Home Loans

Domain

Log in

Search by address, building, street or suburb



69 Victory Parade,

Tascott NSW 2250

2 1 2 • House

Can I afford this property?

Is this your home? Follow its value

Looking to sell? Get a free appraisal

LOW	MID	HIGH
$1.1m	$1.28m	$1.46m

The accuracy of this estimate range is rated high. Learn more

Source: Australian Property Monitors.

REFINANCE SAVINGS EQUITY



Send me the property report

See price estimate, suburb insights, sales history, and more.

Current interest rate

e.g. 2.9 %

Current lender

Type to search

Estimated property price

Based on our estimate

$ 1,280,000

Outstanding loan amount

$ 994,875

Outstanding loan term

29 years

Property use

Owner occupier | Investment

Repayment type

Principal & interest | Interest only

You could be saving an estimated*

$ ••• / month

Send me the property report

See price estimate, suburb insights, sales history, and more.

478746 acts as intermediary only. Fees and charges apply.

#WARNING: This comparison rate is true only for the example given and may not include all fees and charges. Different terms, fees or other loan amounts might result in a different comparison rate. The comparison rates are based on a loan amount of $150,000 over a loan term of 25 years.

Property history

ALL SOLD RENTED

JUN 2021

SOLD **(price unknown)** PRIVATE TREATY

Sold by **(agency unknown)**

JUN 2016

SOLD **(price unknown)** PRIVATE TREATY

Sold by **(agency unknown)**

Powered by APM

Disclaimer

Similar Properties

Recently sold nearby





Send me the property report

See price estimate, suburb insights, sales history, and more.

2 1 2

2 1 1

For sale nearby



AUCTION

9 Scott St,
Point Clare NSW 2250

2 1 2

For rent nearby

We could not find any similar for rent properties nearby.

Property story

69 Victory Parade, Tascott NSW 2250 is a House, with 2 bedrooms, 1 bathroom, and 2 parking spaces. It is on a block of land that is 708 square metres. This House is estimated to be worth around $1.28m, with a range from $1.1m to $1.46m. The Domain property ID is SC-8503-FJ, and the Government legal property description is 15/9417.

69 Victory Parade last sold in 2021.

View Street Profile for Victory Parade, Tascott NSW 2250. In the same street, 12 Victory Parade, Tascott NSW 2250 has just been advertised for sale.

Send me the property report
See price estimate, suburb insights, sales history, and more.

Victory Pde

View street profile

Tascott

View suburb profile

Local school catchments

ALL PRIMARY SECONDARY PRIVATE

GOVERNMENT SCHOOL CATCHMENT

Point Clare Public School
0.8 km away

K-6 CoEd Government

Henry Kendall High School
3.3 km away

7-12 CoEd Government

Send me the property report
See price estimate, suburb insights, sales history, and more.

7-12 Boys Private

View more

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Preston Rowe Paterson
International Property Consultants and Valuers

5 October 2022 Our ref: 1094617

Kate Berry
KordaMentha
Level 5, Chifley Tower
2 Chifley Square
SYDNEY NSW 2000

By email: kberry@kordamentha.com

Dear Kate

Valuation Update – Desktop Assessment of Market Value for property known as 67 Victory Parade, Tascott NSW 2250

1.0 DESKTOP ASSESSMENT FOR FINANCIAL REPORTING PURPOSES

In accordance with your instructions we have been requested to provide an updated Valuation as a Desktop Assessment based on the full valuation undertaken on 6 August 2021 under reference 984474.

As per your instructions, we will provide as a "Desktop Assessment" of the value of the property in order to assess whether the Market Value has changed from our earlier report.

The Desktop Assessment is a shortform style assessment and does not include an updated physical inspection of the subject property. This assessment will provide an indicative assessment of the subject property made without the benefit of a physical inspection and will be based on the information assessed from the previous full valuation undertaken on 6 August 2021.

The property was last inspected by PRP Newcastle & Central Coast Pty Ltd with the previous valuation of the property recorded as at 6 August 2021 being $2,050,000.

We have made the assumption that the condition of the property has not changed in any significant way in that period between the inspection date and today's date and presents to much the same standard.

2.0 CRITICAL ASSUMPTIONS

- That the land areas and boundaries denoted on the Title Plan are true and correct;
- That the land is not subject to any encroachments or onerous restrictions on use or enjoyment;
- That the land does not require any contamination remediation works;
- That all structural improvements on the land are wholly within the Title boundaries;

Preston Rowe Paterson Newcastle & Central Coast Pty Limited
ABN 70 137 496 845

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Brian Barry
BBus(Acc) PostGradDip(Prop) AAPI CPV
Catherine Duck
AAPI CPV

Liability limited by a scheme approved under Professional Standards Legislation.
We have capital city and regional offices throughout Australia & New Zealand independently owned and operated.

- That the buildings have been constructed in accordance with the Building Code of Australia and are not subject to any structural design defects, asbestos issues or pest infestation;
- That the measurements denoted herein have been based on our own measurements. The valuer is not a licenced surveyor. If measurements obtained by a licenced surveyor reveal otherwise, we reserve the right to review the valuation;
- That owner's advice on the property can be relied upon to be true and correct;
- That we have been provided with all information about the property known to the client, which might reasonably be expected to affect its valuation;
- In the course of this valuation we have relied upon third party provided information which we have assumed to be correct.

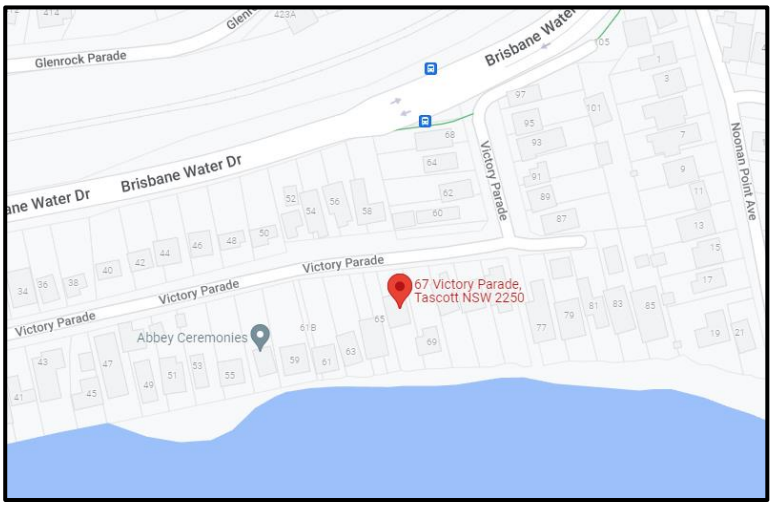
3.0 PROPERTY & IMPROVEMENTS SUMMARY

Property Address	67 Victory Parade, Tascott NSW 2250
Title Details	Lot 16 in Deposited Plan 9417
Zoning & Planning	R2 Low Density under Central Coast LEP 2022
Site Area	708.2 square metres
Property Type	A circa 1930 clad and metal roofed dwelling which has been divided two create two separate occupancy areas. Each unit consists of a kitchen, living room, 1 bedroom and 1 bathroom. The dwelling is situated on a 708.2 square metre allotment with approximately 13.72 metres of absolute water frontage on the Brisbane Waterway. The water frontage at this point is considered relatively shallow and tidal with mud flats and some mangroves near the foreshore. Additional improvements include a front verandah, side porch and storage shed.
Age	The improvements were erected circa 1930
Construction / Roof	Clad and metal roof
Building Areas	Living 129 m^2 Storage shed 20 m^2 Verandah / Porch 43 m^2
Accommodation	2 bedroom, 2 bathroom, kitchen, living, meals and external laundry
Car Accommodation	Offstreet concrete parking available on driveway
Condition of the Property	Assumed similar to previous inspection undertaken in 2021. Average condition.
Services	Fully serviced

4.0 LOCATION



Source: Nearmaps image



Source: Googlemaps.com.au

5.0 MARKET EVIDENCE

Sale Property 1	25 Victory Parade, Tascott NSW 2250
Sale Price:	$2,185,000
Sale Date:	12 July 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 670sq.m with a 13.72 metre frontage. Fully flood liable low lying land. Improved with a part two storey double brick and brick veneer and tiled roof dwelling, circa 1980s Mostly original and dated throughout with 5 bedrooms, two bathrooms (no ensuite), 2 living areas and a single garage and double carport. The ground floor level would be fully flood liable. Unrestricted outlook towards Brisbane Water. No jetty facilities. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Slightly smaller allotment, but with a superior outlook unaffected by mangroves to the foreshore. Considered a superior allotment, but without the domestic waterfront facilities of a jetty. Superior improvements. Considered superior overall.

Sale Property 2	79 Victory Parade, Tascott NSW 2250
Sale Price:	$3,380,000
Sale Date:	30 August 2022 (Unsettled sale)
Brief Description: 	Regular shaped absolute waterfront allotment of 784sq.m with a 13.72 metre frontage. Fully flood liable low lying land. Includes a Crown Land Domestic Waterfront Licence estimated to be 124sq.m for a jetty and berthing area. Improved with modern contemporary brick veneer and tiled roof dwelling, circa 2009s. The dwelling offers a good standard of accommodation for this location with 4 bedrooms, large ensuite and walk-in robe, 2 other bathrooms, one to the first floor and one to the ground floor. Three living areas including a first floor living area. Includes a detached double garage and fully landscaped inground swimming pool. Includes individual jetty and berthing area. Being a modern contemporary dwelling the ground floor has been built above the 1:100 year flood level with an additional freeboard height. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Larger allotment. Partly obstructed outlook towards Brisbane Water by some mangroves. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and berthing area. The allotment and jetty are considered superior to the subject. Superior improvements. Considered superior overall.

Sale Property 3	61 Victory Parade, Tascott NSW 2250
Sale Price:	$1,720,000
Sale Date:	13 December 2021
Brief Description: 	Regular shaped absolute waterfront allotment of 708sq.m with a 13.41 metre frontage. Fully flood liable low-lying land. Unencumbered outlook towards Brisbane Water. Improved with a mostly original single level brick veneer and tiled roof dwelling with 3 bedrooms and 1 bathroom, circa 1970s. The third bedroom is an addition to the rear of the main dwelling with flat roof and external access. Includes an older remodelled laminate kitchen and detached garage. The dwelling offers only basic accommodation for this location. The dwelling would be fully flood liable having a floor height just above the natural ground level. No domestic waterfront facilities. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Similar sized allotment, but with a superior outlook unaffected by mangroves to the foreshore. Considered a superior allotment, but without the domestic waterfront facilities of a jetty. Inferior improvements. Considered inferior overall. Note that the market has fallen since the date of sale.

Sale Property 4	84 Brisbane Water Drive, Koolewong NSW 2256
Sale Price:	$2,330,000
Sale Date:	30 April 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 790sq.m. Includes Crown Land licence for Domestic Waterfront facilities including a jetty. Improved with a single storey circa 1950s fibro clad and terra cotta tiled roof dwelling with 3 bedrooms, 1 bathroom dwelling that has been fully renovated throughout to a good standard, but relatively small accommodation estimated at about 106sq.m of living. The property includes a covered front porch and covered rear deck overlooking the waterfront and a detached single car garage with additional bathroom. The property is generally low lying with a low floor height that would be fully flood affected. Close to main road and railway line that are considered noisy. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Larger allotment. Unobstructed outlook towards Brisbane Water. The property is affected by both railway and road noise which are both located close by. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and berthing area. Superior allotment with domestic waterfront improvements and superior improvements. Considered superior overall. Market has fallen since the date of sale.

Sale Property 5	11 Couche Crescent, Koolewong NSW 2256
Sale Price:	$2,370,000
Sale Date:	18 February 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 798sq.m with an estimated 18.29 metre frontage. Includes Crown Land licence for half share in a Domestic Waterfront facility for a jetty and a slipway leading to an onsite boatshed (half share domestic waterfront facilities estimated at 83 square metres). Improved with a part two storey circa 1970s brick and tiled roof dwelling with 4 bedrooms, 2 bathrooms, double garage and rear covered balconies overlooking the waterfront. The dwelling is mostly original throughout and dated. The property includes an inground swimming pool, seawall and various retaining walls. The land falls towards the rear adjoining waterfront with the first floor being level and the ground floor level to the rear. Close to main road and railway line that are considered noisy, but similar to the subject. Sold by local real estate agent.
Comparison to Subject:	Similar location and sloping topography that benefits from the majority of the property being flood free. Larger allotment. Unobstructed outlook towards Brisbane Water. The property is affected by both railway and road noise which are both located close by. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and slipway. Superior allotment with domestic waterfront improvements and superior improvements. Considered superior overall. Market has fallen since the date of sale.

6.0 MARKET COMMENTARY

During 2021 the Central Coast experienced unprecedented price growth for residential real estate, with the region showing some of the highest price growth within New South Wales during 2021. Overall residential real estate for the district of the Central Coast increased by 45.4% according to the New South Wales Valuer General for Base Date 1 July 2021.

However, since the beginning of 2022 we have seen generally the broader market for residential real estate falling and particularly prestige properties including waterfront locations within the Central Coast. During 2022 there have been multiple successive interest rate rises which have all contributed to dampening the real estate market and this has been combined with high inflation now a feature of the economy.

RPData statistics recently released show that New South Wales generally has shown a 37.22% fall in sales transactions for residential property from the peak of March 2021 to September 2022. Combined with this fall in sales activity price falls from the record high price gains from 2021 have been occurring within the Central Coast region, and we consider that waterfront properties such as the subject have fallen between 10% to 20% from the high point in the market during 2021.

The subject waterfront property is located adjoining Brisbane Water within a low lying flood liable area which is subject to periodic flooding over the waterfront allotments and the road (Victory Parade). During 2022 this particular waterfront location has experienced two flooding events one in April and again in July 2022. The frequency of recent flooding seems to be more of a concern for potential buyers in the local market according to local real estate agents. Designated flood areas such as the subject are liable for higher insurance premiums and sometimes exclusion clauses in relation to building insurance.

Therefore with the downturn in the local residential market for the Central Coast the properties that have more significant environmental issues, such as flooding or bushfire, are being discounted at a greater rate than other property. Additionally, local agents are reporting that properties that require renovations and / or rebuilds are also showing greater discounts with the turmoil within the building industry at present. Good properties that do not require any significant renovations and offering a good standard of accommodation are more sought after in the recent downturn, and are being discounted to a lesser extent.

We expect that, whilst interest rates continue to be increased as a monetary policy setting to address high inflation that residential property prices are likely to continue to fall in the coming months. The frequency of recent flooding events seems to also be impacting to a greater extent well known flood liable properties.

The dynamics of a falling market are such that there are significantly less sales transactions occurring (see above - 37.22% less) with any potential purchaser bargaining on the fact that the property is likely to be worth less in the coming months and wanting to offset this as much as possible. Given this falling market, sales evidence will always lag behind the real estate deals being exchanged at any point in time.

7.0 VALUATION CALCULATIONS

Introduction

To consider our valuation of the subject property, we have considered the following valuation approach.

Direct Comparison Approach

To consider our valuation of the subject property using the Direct Comparison Approach, we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence.

The subject has the benefit of an existing Crown Domestic Waterfront Licence and jetty structure.

In comparison to the sales evidence considered and cognisant of the strong growth within the waterfront market segment throughout 2021, but more recently declining market segment during 2022 with multiple interest rate rises occurring this year, together with high inflation now a feature of the local market.

Given that we have recently experienced strong price growth with a more recent decline in the market for waterfront properties locally, we have been mindful of the timing of when these sales occurred in terms of comparing the subject property to the sales evidence selected and analysed within this desktop assessment.

The most recent sales are the most persuasive in terms of the current value levels. In essence the earlier sales would sell for considerably less money now given the most recent market movements throughout 2022.

In terms of our comparison of the subject we have considered the allotment sizes, topography, flood liability issues, outlook, domestic waterfront facilities and the improvements in terms of potential to develop further. In comparison to the available sales evidence analysed within this Report, we consider the subject property would show a market value of:

Direct Comparison	
67 Victory Parade	**$1,750,000**

Summation Approach

As a check approach upon our direct comparison analysis undertaken we provide the following summation analysis of the subject property. The results of this analysis reconciled with our Direct Comparison Approach.

Again, the value has been considered on the basis that the existing Crown Domestic Waterfront Licence and jetty structure which currently benefits 67 Victory Parade.

67 Victory Parade	Areas - sq.m	$/sq.m	
Land	708		$1,250,000
Living	129	1,500	$193,500
Porches/verandah	43	550	$23,650
Sheds	20	250	$5,000
Ground Improvements			$15,000
Jetty			$270,000
Total			**$1,757,150**
Adopt			**$1,750,000**

8.0 DESKTOP ASSESSMENT

It is our opinion that the subject property known as, 67 Victory Parade, Tascott NSW 2250, based as "Desktop Assessment" only, as at the 5 October 2022, would attain a value of;

$1,750,000 (exclusive of GST)

ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS

9.0 DESKTOP ASSESSMENT RANGE FOR NEGOTIATION PURPOSES

It is our opinion that the subject property known as, 67 Victory Parade, Tascott NSW 2250, based as "Desktop Assessment" only, as at the 5 October 2022, would attain a value range of;

$1,700,000 to $1,800,000 (exclusive of GST)

ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS TO ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS

Yours sincerely
Preston Rowe Paterson Newcastle & Central Coast Pty Limited



Colin Pugsley
DIRECTOR
B.Ec B.Bus (Land Ec) MBA, FAPI CPV
API Member No 68496

DISCLAIMER
PRP Newcastle and Central Coast Pty Ltd hereby certify that the property referred to herein has not recently been physically inspected. We have relied upon a full inspection and valuation undertaken on 6 August 2021 (PRP Reference No. 984474). We have assumed that the physical condition of the improvements have not changed since the previous valuation.

It is the responsibility of the client to prepare appropriate and prudent risk management protocols to ensure that desktop assessments are used only to low to moderate risk categories. PRP Newcastle and Central Coast Pty Ltd will not reassign, readdress or reissue Desktop Assessments.

By respecting a desktop assessment, the client accepts –

1. There are inherent risks to a client who relies on desktop valuation. The client fully understands and accepts the risks inherent in such circumstances.
2. Furthermore the client acknowledges that it accepts the desktop Assessment is not and will not be construed to be a valuation in the same meaning as a valuation conducted in accordance with the General Concepts, Principles and Definitions as detailed in the standards promulgated by the Australian Property Institute which is based on inspection of the subject property.
3. Furthermore the client agrees that it will indemnify the valuer against any claim for loss or damage by a third party invited or permitted by the Client to rely upon a Desktop Assessment, whether arising in contract tort or otherwise and arising out of or in conjunction with reliance by that third party on a Desktop Assessment.

Preston Rowe Paterson
International Property Consultants and Valuers

5 October 2022 Our ref: 1094618

Kate Berry
KordaMentha
Level 5, Chifley Tower
2 Chifley Square
SYDNEY NSW 2000

By email: kberry@kordamentha.com

Dear Kate

Valuation Update – Desktop Assessment of Market Value for property known as 69 Victory Parade, Tascott NSW 2250

1.0 DESKTOP ASSESSMENT FOR FINANCIAL REPORTING PURPOSES

In accordance with your instructions we have been requested to provide an updated Valuation as a Desktop Assessment based on the full valuation undertaken on 6 August 2021 under reference 984474.

As per your instructions, we will provide as a "Desktop Assessment" of the value of the property in order to assess whether the Market Value has changed from our earlier report.

The Desktop Assessment is a shortform style assessment and does not include an updated physical inspection of the subject property. This assessment will provide an indicative assessment of the subject property made without the benefit of a physical inspection and will be based on the information assessed from the previous full valuation undertaken on 6 August 2021.

The property was last inspected by PRP Newcastle & Central Coast Pty Ltd with the previous valuation of the property recorded as at 6 August 2021 being $1,550,000.

We have made the assumption that the condition of the property has not changed in any significant way in that period between the inspection date and today's date and presents to much the same standard.

2.0 CRITICAL ASSUMPTIONS

- That the land areas and boundaries denoted on the Title Plan are true and correct;
- That the land is not subject to any encroachments or onerous restrictions on use or enjoyment;
- That the land does not require any contamination remediation works;
- That all structural improvements on the land are wholly within the Title boundaries;

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- That the buildings have been constructed in accordance with the Building Code of Australia and are not subject to any structural design defects, asbestos issues or pest infestation;
- That the measurements denoted herein have been based on our own measurements. The valuer is not a licenced surveyor. If measurements obtained by a licenced surveyor reveal otherwise, we reserve the right to review the valuation;
- That owner's advice on the property can be relied upon to be true and correct;
- That we have been provided with all information about the property known to the client, which might reasonably be expected to affect its valuation;
- In the course of this valuation we have relied upon third party provided information which we have assumed to be correct.

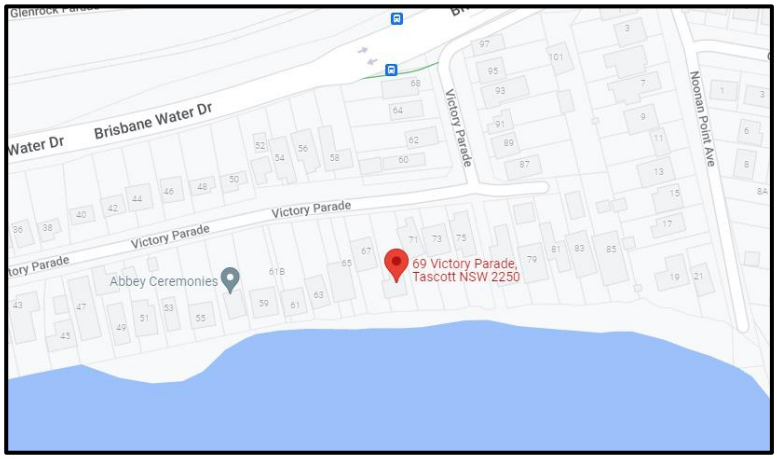
3.0 PROPERTY & IMPROVEMENTS SUMMARY

Property Address	69 Victory Parade, Tascott NSW 2250
Title Details	Lot 15 in Deposited Plan 9417
Zoning & Planning	R2 Low Density under Central Coast LEP 2022
Site Area	708.2 square metres
Property Type	A circa 1930 brick and tile roofed dwelling which consists of a kitchen, living room, 2 bedrooms and 1 bathroom. The dwelling is situated on a 708.2 square metre allotment with approximately 13.72 metres of absolute water frontage on the Brisbane Waterway. The water frontage at this point is considered relatively shallow and tidal with mud flats and some mangroves near the foreshore. Additional improvements include a front verandah, rear porch 1 single garage and single carport. The adjoining property at 71 Victory Parade includes a substantial Norfolk Pine tree that is located within the south-western corner of that property which substantially overhangs the subject 69 Victory Parade and would be an impediment to both the outlook and possible development options for this site.
Age	The improvements were erected circa 1930
Construction / Roof	Brick veneer and concrete tile roof
Building Areas	Living 80 m^2 Car accommodation 33 m^2 Verandah / Porch 31 m^2
Accommodation	2 bedroom, 1 bathroom, kitchen, living, meals and external laundry
Car Accommodation	1 x Single garage and 1 x single carport
Condition of the Property	Assumed similar to previous inspection undertaken in 2021. Average condition.
Services	Fully serviced

4.0 LOCATION



Source: Nearmaps image



Source: Googlemaps.com.au

5.0 MARKET EVIDENCE

Sale Property 1	25 Victory Parade, Tascott NSW 2250
Sale Price:	$2,185,000
Sale Date:	12 July 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 670sq.m with a 13.72 metre frontage. Fully flood liable low lying land. Improved with a part two storey double brick and brick veneer and tiled roof dwelling, circa 1980s Mostly original and dated throughout with 5 bedrooms, two bathrooms (no ensuite), 2 living areas and a single garage and double carport. The ground floor level would be fully flood liable. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Slightly smaller allotment, but with a superior outlook unaffected by mangroves to the foreshore. Considered a superior allotment. Superior improvements. Considered superior overall.

Sale Property 2	79 Victory Parade Tascott NSW 2250
Sale Price:	$3,380,000
Sale Date:	30 August 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 784sq.m with a 13.72 metre frontage. Fully flood liable low lying land. Includes a Crown Land Domestic Waterfront Licence estimated to be 124sq.m for a jetty and berthing area. Improved with modern contemporary brick veneer and tiled roof dwelling, circa 2009s The dwelling offers a good standard of accommodation for this location with 4 bedrooms, large ensuite and walk-in robe, 2 other bathrooms, one to the first floor and one to the ground floor. Three living areas including a first floor living area. Includes a detached double garage and fully landscaped inground swimming pool. Includes individual jetty and berthing area. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Larger allotment. Partly obstructed outlook towards Brisbane Water by some mangroves. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and berthing area. The allotment and jetty are considered superior to the subject. Superior improvements. Considered superior overall.

Sale Property 3	61 Victory Parade, Tascott NSW 2250
Sale Price:	$1,720,000
Sale Date:	13 December 2021
Brief Description: 	Regular shaped absolute waterfront allotment of 708sq.m with a 13.41 metre frontage. Fully flood liable low-lying land. Improved with a mostly original single level brick veneer and tiled roof dwelling with 3 bedrooms and 1 bathroom. The third bedroom is an addition to the rear of the main dwelling with flat roof and external access only. Includes an older remodelled laminate kitchen and detached garage. The dwelling offers only basic accommodation for this location. The dwelling would be fully flood liable having a floor height just above the natural ground level. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Similar sized allotment, but with a superior outlook unaffected by mangroves to the foreshore. Considered a superior allotment. Superior improvements. Considered superior overall. Note that the market has fallen since the date of sale.

Sale Property 4	84 Brisbane Water Drive, Koolewong NSW 2256
Sale Price:	$2,330,000
Sale Date:	30 April 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 790sq.m. Includes crown land licence for Domestic Waterfront facilities including a jetty. Improved with a single storey circa 1950s fibro clad and terra cotta tiled roof dwelling with 3 bedrooms, 1 bathroom dwelling that has been fully renovated throughout to a good standard, but relatively small accommodation estimated at about 106sq.m of living. The property includes a covered front porch and covered rear deck overlooking the waterfront and a detached single car garage with additional bathroom. The property is generally low lying with a low floor height that would be fully flood affected. Close to main road and railway line that are considered noisy. Sold by local real estate agent.
Comparison to Subject:	Similar location and topography. Larger allotment. Unobstructed outlook towards Brisbane Water. The property is affected by both railway and road noise which are both located close by. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and berthing area. Superior allotment with domestic waterfront improvements and superior improvements. Considered superior overall. Market has fallen since the date of sale.

Sale Property 5	11 Couche Crescent, Koolewong NSW 2256
Sale Price:	$2,370,000
Sale Date:	18 February 2022
Brief Description: 	Regular shaped absolute waterfront allotment of 798sq.m with an estimated 18.29 metre frontage. Includes crown land licence for half share in a Domestic Waterfront facility for a jetty and a slipway leading to an onsite boatshed. Improved with a part two storey circa 1970s brick and tiled roof dwelling with 4 bedrooms, 2 bathrooms., double garage and rear covered balconies overlooking the waterfront. The dwelling is mostly original throughout and dated. The property includes an inground swimming pool, seawall and various retaining walls. The land falls towards the rear adjoining waterfront with the first floor being level and the ground floor level to the rear. Close to main road and railway line that are considered noisy, but similar to the subject. Sold by local real estate agent.
Comparison to Subject:	Similar location and sloping topography that benefits from the majority of the property being flood free. Larger allotment. Unobstructed outlook towards Brisbane Water. The property is affected by both railway and road noise which are both located close by. Includes the benefit of a Crown Land domestic waterfront licence for a jetty and slipway. Superior allotment with domestic waterfront improvements and superior improvements. Considered superior overall. Market has fallen since the date of sale.

6.0 MARKET COMMENTARY

During 2021 the Central Coast experienced unprecedented price growth for residential real estate, with the region showing some of the highest price growth within New South Wales during 2021. Overall residential real estate for the district of the Central Coast increased by 45.4% according to the New South Wales Valuer General for Base Date 1 July 2021.

However, since the beginning of 2022 we have seen generally the broader market for residential real estate falling and particularly prestige properties including waterfront locations within the Central Coast. During 2022 there have been multiple successive interest rate rises which have all contributed to dampening the real estate market and this has been combined with high inflation now a feature of the economy.

RPData statistics recently released show that New South Wales generally has shown a 37.22% fall in sales transactions for residential property from the peak of March 2021 to September 2022. Combined with this fall in sales activity price falls from the record high price gains from 2021 have been occurring within the Central Coast region, and we consider that waterfront properties such as the subject have fallen between 10% to 20% from the high point in the market during 2021.

The subject waterfront property is located adjoining Brisbane Water within a low lying flood liable area which is subject to periodic flooding over the waterfront allotments and the road (Victory Parade). During 2022 this particular waterfront location has experienced two flooding events one in April and again in July 2022. The frequency of recent flooding seems to be more of a concern for potential buyers in the local market according to local real estate agents. Designated flood areas such as the subject are liable for higher insurance premiums and sometimes exclusion clauses in relation to building insurance.

Therefore with the downturn in the local residential market for the Central Coast the properties that have more significant environmental issues, such as flooding or bushfire, are being discounted at a greater rate than other property. Additionally, local agents are reporting that properties that require renovations and / or rebuilds are also showing greater discounts with the turmoil within the building industry at present. Good properties that do not require any significant renovations and offering a good standard of accommodation are more sought after in the recent downturn, and are being discounted to a lesser extent.

We expect that, whilst interest rates continue to be increased as a monetary policy setting to address high inflation that residential property prices are likely to continue to fall in the coming months. The frequency of recent flooding events seems to also be impacting to a greater extent well known flood liable properties.

The dynamics of a falling market are such that there are significantly less sales transactions occurring (see above - 37.22% less) with any potential purchaser bargaining on the fact that the property is likely to be worth less in the coming months and wanting to offset this as much as possible. Given this falling market, sales evidence will always lag behind the real estate deals being exchanged at any point in time.

7.0 VALUATION CALCULATIONS

Introduction

To consider our valuation of the subject property, we have considered the following valuation approach.

Direct Comparison Approach

To consider our valuation of the subject property using the Direct Comparison Approach, we have had regard to the individual characteristics of the subject property relative to our analysis of the available market evidence.

The subject **does not** have the benefit of an existing Crown Domestic Waterfront Licence for a jetty.

In comparison to the sales evidence considered and cognisant of the strong growth within the waterfront market segment throughout 2021, but more recently declining market segment during 2022 with multiple interest rate rises occurring this year, together with high inflation now a feature of the local market.

Given that we have recently experienced strong price growth with a more recent decline in the market for waterfront properties locally, we have been mindful of the timing of when these sales occurred in terms of comparing the subject property to the sales evidence selected and analysed within this desktop assessment.

The most recent sales are the most persuasive in terms of the current value levels. In essence the earlier sales would sell for considerably less money now given the most recent market movements throughout 2022.

In terms of our comparison of the subject we have considered the allotment sizes, topography, flood liability issues, outlook, domestic waterfront facilities and the improvements in terms of potential to develop further. In comparison to the available sales evidence analysed within this Report, we consider the subject property would show a market value of:

Direct Comparison	
69 Victory Parade	**$1,300,000**

Summation Approach

As a check approach upon our direct comparison analysis undertaken we provide the following summation analysis of the subject property. The results of this analysis reconciled with our Direct Comparison Approach.

69 Victory Parade			
Land	708		$1,150,000
Living	80	1,400	$112,000
Porches/verandah	31	550	$17,050
Carport	33	350	$11,550
Ground Improvements			$12,000
Total			**$1,302,600**
Adopt			**$1,300,000**

8.0 DESKTOP ASSESSMENT

It is our opinion that the subject property known as, 69 Victory Parade, Tascott NSW 2250, based as "Desktop Assessment" only, as at the 5 October 2022, would attain a value of;

$1,300,000 (exclusive of GST)

ONE MILLION THREE HUNDRED THOUSAND DOLLARS

9.0 DESKTOP ASSESSMENT RANGE FOR NEGOTIATION PURPOSES

It is our opinion that the subject property known as, 69 Victory Parade, Tascott NSW 2250, based as "Desktop Assessment" only, as at the 5 October 2022, would attain a value range of;

$1,250,000 to $1,350,000 (exclusive of GST)

ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS TO ONE MILLION THREE HUNDRED AND FIFTY THOUSAND DOLLARS

Yours sincerely
Preston Rowe Paterson Newcastle & Central Coast Pty Limited



Colin Pugsley
DIRECTOR
B.Ec B.Bus (Land Ec) MBA, FAPI CPV
API Member No 68496

DISCLAIMER
PRP Newcastle and Central Coast Pty Ltd hereby certify that the property referred to herein has not recently been physically inspected. We have relied upon a full inspection and valuation undertaken on 6 August 2021 (PRP Reference No. 984474). We have assumed that the physical condition of the improvements have not changed since the previous valuation.

It is the responsibility of the client to prepare appropriate and prudent risk management protocols to ensure that desktop assessments are used only to low to moderate risk categories. PRP Newcastle and Central Coast Pty Ltd will not reassign, readdress or reissue Desktop Assessments.

By respecting a desktop assessment, the client accepts –

1. There are inherent risks to a client who relies on desktop valuation. The client fully understands and accepts the risks inherent in such circumstances.
2. Furthermore the client acknowledges that it accepts the desktop Assessment is not and will not be construed to be a valuation in the same meaning as a valuation conducted in accordance with the General Concepts, Principles and Definitions as detailed in the standards promulgated by the Australian Property Institute which is based on inspection of the subject property.
3. Furthermore the client agrees that it will indemnify the valuer against any claim for loss or damage by a third party invited or permitted by the Client to rely upon a Desktop Assessment, whether arising in contract tort or otherwise and arising out of or in conjunction with reliance by that third party on a Desktop Assessment.

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Central Coast Ref: Alan Bowler (AlanBowler@mcgrath.com.au)	
co-agent	Not applicable	
vendor	Kordamentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799	
vendor's solicitor	Ashurst Australia of 5 Martin Place, Sydney NSW 2000 Ref: Kate Ferguson Ph: 02 9258 5624 E: kate.ferguson@ashurst.com	
date for completion	4-t 60th Day the Date for Completion (see clause 33)	
land (address, plan details and title reference)	Lot 16 in Deposited Plan 9417, being known as 67 Victory Parade, Tascott NSW 2250	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or numbered: ☐ other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions	☒ blinds	☐ dishwasher	☐ light fittings	☒ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☐ range hood	☐ pool equipment
	☒ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☒ curtains	☐ other: Fridge		

exclusions Nil

purchaser Yifei Xu

2 Hogarth Avenue, Dee Why NSW 2099

purchaser's solicitor SHL & Associates Lawyers

Level 11/84 Pitt Street, Sydney Vanessa Liu

price $1,750,000

deposit $175,000 (10% of the price, unless otherwise stated)

balance $1,575,000

contract date 15th October 2022 (if not stated, the date this contract was made)

buyer's agent

SEE ANNEXURE

vendor

SEE ANNEXURE

GST AMOUNT (optional)
~~The price includes~~
~~GST of: $~~

witness

purchaser ☐ JOINT TENANTS ☐ in common ☐ in unequal shares

witness

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Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgement Network (ELN)* (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Note: The price EXCLUDES GST (if any) payable by the vendor

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)
If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

***GSTRW payment* (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:
Supplier's ABN:
Supplier's GST branch number (if applicable):
Supplier's business address:
Supplier's email address:
Supplier's phone number:
Supplier's proportion of *GSTRW payment*: $
If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): $
Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):
Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes
If "yes", the GST inclusive market value of the non-monetary consideration: $
Other details (including those required by regulation or the ATO forms):

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement – off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

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CERTIFICATE PURSUANT TO SECTION 66W

OF THE CONVEYANCING ACT, 1919

I, _____ of _____, hereby certify as follows:

1. I am a solicitor / licensed conveyancer currently admitted to practice in New South Wales.

2. I am giving this certificate in accordance with s66W of the Conveyancing Act 1919 with reference to a contract for the sale of 67 Victory Parade, Tascott NSW 2250 between Kordamentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799 (**Vendor**) and _____ (**Purchaser**) in order that there is no cooling off period in relation to that contract.

3. I do not act for the Vendor and I am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

4. I have explained to the Purchaser:

   i. the effect of the contract for the purchase of that property;

   ii. the nature of this certificate; and

   iii. the effect of giving this certificate to the Vendor, that there is no cooling off period in relation to the contract.

Date: _____

Signed: .....

IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

67 VICTORIA RD BREACH OF COPYRIGHT

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

VICTORIA REGISTRY 2250

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WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

COPYRIGHT REASONS

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

67 Victoria Street 2250

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.
3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
3.9 The vendor must give the purchaser the *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

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13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
14.6.1 the amount is to be treated as if it were paid; and
14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

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16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses

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20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time.*

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

67 NO REPORT 250

electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

67 VICTORIA PDE EXCT 3250

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33. DEFINITIONS AND INTERPRETATION

33.1 In this contract unless the context otherwise requires:

Appointment Orders means the orders made by Ward CJ in Eq on 22 June 2021 in Supreme Court of New South Wales proceedings 2021/00179305.

Authorisation means:

(a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and

(b) in relation to anything that could be prohibited or restricted by Law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Building Certificate means a certificate issued in accordance with sections 6.22-6.26 of the EPA Act.

Claim means, in relation to a person, this contract, allegation, cause of action, proceeding, liability or obligation, suit or demand made against the person concerned however it arises (whether before or after execution of the document) and whether it is present or future, fixed or unascertained, actual or contingent or arising out of this contract or any documents related to this contract or the property, and specifically includes making any requisition or objection or claim for compensation, a delay in completion or rescinding or terminating this contract or attempting or purporting to do so.

Clearance certificate means a certificate issued under s14-220 of Schedule 1 of the TA Act that is valid on the date it is given to the purchaser prior to completion.

Condition Precedent means the condition precedent described in clause 36.

Custodian Trust means the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 trust.

Date for Completion means the later of:

(a) 42 days after the contract date; and

(b) 10 business days after satisfaction of the Condition Precedent.

Disclosed Documents means all documents and materials referred to in this contract, including all schedules, attachments and annexures to this contract, and all documents referred to in such schedules, attachments and annexures.

Environmental Law means any Law relating to environmental or work health and safety matters.

EPA Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Government Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person including a statutory corporation; or

(c) a person (whether autonomous or not) who is charged with the administration of a Law.

GST includes:

(a) any additional tax, penalty, fine, interest or other charge relating to GST; and

(b) an amount an entity is notionally liable to pay as GST or an amount which is treated as GST under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit includes any notional input tax credit.

Guarantor means _____.

Hazardous Materials includes all substances and all materials, pollutants and contaminants capable of causing harm to human health, plants, animals or to the environment.

Inclusions means the improvements including those items, furnishings and chattels which the vendor has left on or in the property on the date on which completion of this Contract actually occurs.

Law means the common law and any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any Government Agency or of any Authorisation affecting the property.

Loss means:

(a) in relation to a person, any Claim, allegation, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent; or

(b) any liability, loss, damage, expense or cost.

Occupation Certificate has the same meaning as that term is given in section 6.4(c) of the EPA Act.

PPS Security Interest means a security interest that is subject to the PPSA.

PPSA means the *Personal Property Securities Act* 2009 (Cth).

Related Persons means:

(a) the officers, directors, employees, agents, advisers or representatives of the Trustee or of the vendor; and

(b) KordaMentha Pty Ltd ACN 100 169 391 and its partners, officers, directors, employees, agents, advisers or representatives.

Standard Form means the NSW Law Society and Real Estate Institute of NSW Contract for the sale and purchase of land - 2019 edition, to which these clauses are attached.

Sunset Date means 6 months after the contract date.

TA Act means *Taxation Administration Act* 1953 (Cth).

Trustee means KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799.

Variation notice means the notice of variation granted by the Deputy Commissioner of Taxation under section 14-235 of Schedule 1 to the TA Act.

33.2 In this contract unless the context otherwise requires:

(a) if there is any inconsistency between the Standard Form and these attached clauses, these clauses prevail;

(b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under, that legislation or legislative provision;

(c) the singular includes the plural and vice versa;

(d) a reference to any thing (including any right) includes a part of that thing;

(e) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(f) a reference to any gender includes all genders;

(g) a reference to any party to this contract or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(i) headings are for convenience of reference only and do not affect interpretation;

(j) terms defined in the GST Law have the same meaning in this contract; and

(k) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

34. AMENDMENTS TO STANDARD FORM

The Standard Form is amended as follows:

(a) in clause 1 the definition of "settlement cheque" is deleted and replaced by the following:

an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carries on business in Australia or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque;

(b) in clause 1 delete the definition of "deposit-bond";

(c) in clause 1, the following words are deleted in the definition of "depositholder":

or if no vendor's solicitor is named in this contract, the buyer's agent

(d) in clause 1 the following words are deleted in the definition of "bank":

, a building society or a credit union

(e) clause 3 is deleted;

(f) clause 4.1.2 is amended to add these words:

, if settlement is a proposed electronic transaction

(g) clause 5 is deleted and replaced with the following clause:

The purchaser waives the right it might have had under this contract or at law to make a requisition in relation to anything arising out of this contract or anything served by the vendor, about the property or title or any other thing.

(h) clause 7.1.1 is deleted.

(i) in clauses 10.1.8 and 10.1.9 the words ***existence*** and ***noted*** are substituted for the words ***substance*** and ***disclosed*** respectively;

(j) clause 13 is deleted;

(k) clause 14.4.2 is deleted and the following new clauses are inserted:

14.4.2 on a multiple holding basis; and

14.4.3 if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

(l) clause 17.2.2 is deleted; and

(m) clause 20.6.5 is deleted; and

(n) clause 29 is deleted.

35. **SALE**

35.1 **Purchaser's acknowledgment**

The purchaser acknowledges that the Trustee was appointed as trustee of the Custodian Trust pursuant to the Appointment Orders.

35.2 **Vendor may extend completion, terminate or novate**

If:

(a) the vendor is unable to complete, or is restrained or prevented from performing this contract on the Date for Completion for any reason, including (without limitation) an injunction, caveat, other restraint or actions of third parties; or

(b) the completion of this contract is otherwise prevented by operation of statute or the common law,

then without limiting the vendor's other rights, the vendor may by notice to the purchaser given on or before completion:

(d) rescind this contract; or

(e) extend the Date for Completion, including more than once, provided the completion date is not more than 180 days after the Date for Completion.

35.3 **No Claims**

The purchaser must not make any Claim about:

(a) the Trustee's appointment as trustee of the Custodian Trust; or

(b) the powers of the Trustee or of the vendor to:

(i) sell the property;

(ii) enter into this contract;

(iii) execute this contract or any document contemplated by this contract; or

(iv) complete or perfect any obligation under this contract.

35.4 **Limitation of Trustee's liability**

(a) The purchaser agrees that:

(i) the Trustee has signed this contract solely in its capacity as the trustee of the Custodian Trust and in no other capacity;

(ii) by the Trustee signing this contract or any document related to this contract, the Trustee (except in its capacity as trustee of the Custodian Trust) and the Related Persons will not be liable for any of the obligations the Trustee undertakes or the Trustee's failure to observe, perform or comply with any such obligations under this contract;

(iii) nothing expressly or impliedly contained in this contract will render the Trustee (except in its capacity as trustee of the Custodian Trust) or any of the Related Persons liable in any way; and

(iv) any information or material the Trustee or the vendor provides to the purchaser in connection with this contract does not, and will not in the future, give any representation or warranty as to the completeness, accuracy or relevance of any such information or material, or any representation arising out of or in connection with this contract.

(b) The purchaser:

(i) releases the Trustee (except in its capacity as trustee of the Custodian Trust) and each Related Person in respect of this contract for Loss;

(ii) must not sue the Trustee (except in its capacity as trustee of the Custodian Trust) or any Related Person in respect of this contract for Loss; and

(iii) indemnifies the Trustee (except in its capacity as trustee of the Custodian Trust) and any Related Persons against any Loss suffered by reason of a breach of clause 35.4(b)(ii).

(c) The parties agree that this clause 35.4:

(i) continues despite the Trustee ceasing to act as trustee of the Custodian Trust or this contract terminating; and

(ii) is in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Trustee or any Related Person.

35.5 **Benefit of this contract**

Despite any other provision of this contract, or any other applicable law or statute, to the extent that a clause in this contract operates in favour of a Related Person, this contract operates as a deed poll in favour of, and is enforceable by, that person.

35.6 **Trustee sells "as is where is"**

The purchaser acknowledges that the vendor:

(a) is selling the property on an "as is" basis;

(b) is not required to remove any items from the property before completion; and

(c) is not required to undertake any repair or maintenance to the property between the contract date and completion.

The purchaser must not make any Claim in relation to any matter referred to in this clause 35.6.

35.7 **Security Interests**

(a) Without limiting the operation of clause 47.1 or clause 35.6, if there is a PPS Security Interest over the property (or part of it) that comprises goods or other items (but not fixtures) (**Goods**), the vendor is not required to take any steps in relation to the PPS Security Interest, including but not limited to, procuring on or before completion:

(i) a deed of release from the secured party releasing the PPS Security Interest in respect of the Goods; or

(ii) if the Security Interest is registered on the PPSA register in a manner which specifically describes the Goods, any undertaking from the relevant secured party that the secured party will prepare and register a financing change statement in respect of the Security Interest.

(b) The purchaser must not make any Claim in relation to any matter referred to in this clause 35.7.

36. **CONDITION PRECEDENT**

36.1 **Condition Precedent**

Unless waived by the vendor pursuant to clause 36.2, completion is subject to and conditional upon satisfaction of the following condition precedent:

The vendor notifies the purchaser that it has obtained such opinion, advice and/or direction pursuant to the Trustee Act 1925 (NSW) as it considers appropriate in relation to the sale of the property.

36.2 **Waiver of Condition Precedent**

The vendor alone may waive the Condition Precedent.

36.3 **Termination**

(a) If the Condition Precedent has not been satisfied by the Sunset Date, then either party may terminate this contract at any time until the Condition Precedent has been satisfied.

(b) If this contract is terminated under clause 36.3(a):

(i) the depositholder must return the deposit to the purchaser; and

(ii) each party releases the other from any Claim under or in connection with anything in this contract.

37. **COMPLETION**

(a) Clause 15 does not apply to this contract.

(b) The parties must complete this contract by the Date for Completion at a time nominated by the vendor.

(c) If completion does not occur in accordance with clause 37(b), a party who is not in default and is ready, willing and able to complete may serve a notice:

(i) requiring the other party to complete not less than 14 days from (and including) the date of service of the notice; and

(ii) making time of the essence.

(d) The parties agree that the period of 14 days in clause 37(c) is reasonable and sufficient time to complete this contract.

38. **INTERVEST FOR LATE COMPLETION OR FAILURE TO COMPLETE**

(a) Without limiting any other right of the vendor, if the purchaser (not due to any default by the vendor) does not complete by the Date for Completion, the purchaser must pay interest on the adjusted balance of the price and any other money payable on completion at the rate of ~~10%~~ 8% per annum calculated on a daily basis from and including the Date for Completion up to and including the actual completion date and compounded monthly, without the need for any demand and without prejudice to any other rights of the vendor.

(b) ~~In the event the purchaser repudiates this contract and the parties do not complete~~ this contract because of the purchaser's repudiation, the vendor may claim and the purchaser must pay interest in accordance with clause 38(a) except that interest will ~~be payable from the Date for Completion up to and including the earlier of~~:

(i) 12 months after the Date for Completion; or

~~(ii) if the vendor re-sells the property, completion of such re-sale.~~

(c) The interest payable under clause 38(a) ~~and/or 38(b)~~ (as applicable) is the vendor's genuine pre-estimate of the damage suffered by the vendor due to the purchaser's failure to complete on the Date for Completion.

(d) Clause 38 is an essential term of this contract.

39. GST

39.1 GST pass on

If GST is or will be payable on a supply made under or in connection with this contract, to the extent that the consideration otherwise provided for that supply under this contract is not stated to include an amount in respect of GST on the supply:

(a) the consideration otherwise provided for that supply under this contract is increased by the amount of that GST; and

(b) the purchaser must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the vendor.

39.2 GST warranty and acknowledgment

(a) The vendor warrants, for the purpose of s 40-65 of the GST Law, that the property is residential premises.

(b) The purchaser acknowledges that the property is residential premises used predominantly for residential accommodation and warrants that following completion, it will use the property predominantly for residential accommodation.

(c) The vendor and the purchaser each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis but excluding any applicable input tax credits) that the other incurs (directly or indirectly) as a result of a breach of a warranty in this clause 39.2.

39.3 Later adjustment to price or GST

If the amount of GST on a supply is or should be different from the amount in respect of GST already recovered by the vendor, as appropriate, the vendor within 14 days of becoming aware of the adjustment event:

(a) may recover from the purchaser the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or

(b) must refund to the purchaser the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the vendor is entitled to a refund or credit from the Commissioner of Taxation; and

(c) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the purchaser within 28 days of the adjustment event except where the purchaser is required to issue an adjustment note or tax invoice in relation to the supply.

39.4 Adjustments

All amounts adjusted under this contract are adjusted inclusive of GST.

39.5 Change in the GST Law

If the GST Law changes after the date of this contract to change the amount of GST on a supply that would have applied at the date of this contract, any consideration otherwise provided for that supply that expressly includes GST must be adjusted to reflect the change in the GST Law.

39.6 **Indemnities and reimbursement**

(a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this contract must exclude the amount of GST referrable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

(b) The parties each indemnify the other against all GST and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this contract relating to GST.

40. **VENDOR DISCLOSURE**

(a) The purchaser acknowledges that all matters disclosed or described in this contract are specifically disclosed and clearly described.

(b) The vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this contract.

(c) The purchaser warrants that it is relying entirely on its own enquiries in relation to the documents attached to this contract.

(d) The purchaser cannot make any Claim because:

(i) of any matter disclosed or described in this contract; or

(ii) any document attached to this contract is incomplete or inaccurate.

41. **DISCLOSED DOCUMENTS**

41.1 **Purchaser's acknowledgments**

The purchaser acknowledges that:

(a) all matters disclosed or described in this contract are specifically disclosed and clearly described; and

(b) copies of the Disclosed Documents were made available to the purchaser for inspection before it executed this contract.

41.2 **No warranty**

The vendor does not warrant the accuracy, currency or completeness of the Disclosed Documents.

41.3 **Purchaser's warranty**

The purchaser:

(a) warrants and acknowledges that before the contract date, it read and understood the Disclosed Documents, and satisfied itself about all matters concerning or arising from the Disclosed Documents;

(b) warrants and acknowledges that it did not rely on the Disclosed Documents in entering into this contract and would have entered into this contract whether or not the Disclosed Documents were provided; and

(c) must not make any Claim in relation to any matter noted or referred to in any Disclosed Document, or otherwise in connection with any Disclosed Document.

42. BUILDING CERTIFICATE AND OCCUPATION CERTIFICATE

42.1 No Building Certificate

(a) The vendor does not have a Building Certificate for improvements on the property.

(b) The purchaser cannot require the vendor to apply to the local council for a Building Certificate or do anything else to obtain a Building Certificate.

(c) The purchaser agrees not to apply to the local council for a Building Certificate before completion.

(d) The purchaser indemnifies the vendor against any claim, action, damage, liability, cost (including legal costs on a full indemnity basis), expense or payment which the vendor pays, suffers, incurs or is liable for in respect of any breach by the purchaser of clause 42.1(c).

(e) The purchaser cannot make any Claim because of any matter referred to in this clause 42.1

42.2 No Occupation Certificate

(a) The vendor does not have an Occupation Certificate for the improvements on the property.

(b) The purchaser cannot require the vendor to apply to the local council for an Occupation Certificate or do anything else to obtain an Occupation Certificate.

(c) The purchaser agrees not to apply to the local council for an Occupation Certificate before completion.

(d) The purchaser indemnifies the vendor against any claim, action, damage, liability, cost (including legal costs on a full indemnity basis), expense or payment which the vendor pays, suffers, incurs or is liable for in respect of any breach by the purchaser of clause 42.2(c).

(e) The purchaser cannot make any Claim because of any matter referred to in this clause 42.2.

43. PLANNING AND USAGE ISSUES

43.1 Exclusion of warranties

Despite any other term, condition or provision of this contract, the vendor does not warrant or represent that:

(a) any use or activity or range of uses or activities may be allowed or permitted by any authority or pursuant to the EPA Act or any relevant planning instruments or draft planning instruments, master plan or draft master plan, development control plans or any relevant codes or draft development control plans or any other Law; or

(b) that any approvals or other requirements of any authorities have been obtained, are current (if obtained), will be obtained or have been complied with in terms of development consent or use of the property.

43.2 **Purchaser acknowledgement**

Subject to the provisions of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), the purchaser acknowledges that before entering into this contract it satisfied itself as to the purposes for which the property may be used in accordance with the requirements of any authority (including but not limited to the council) under the provisions of the EPA Act and relevant planning instruments or draft planning instruments, master plan or draft master plan, development control plans or draft development control plans or any relevant codes or any other Law.

44. **NO SURVEY**

44.1 **No survey**

(a) The purchaser acknowledges that the vendor does not possess a survey in respect of the property.

(b) The vendor shall not be under any obligation to obtain a survey nor to take any action nor to do anything necessary to enable the purchaser to obtain a survey.

44.2 **Purchaser not to object or make requisition as to survey**

Subject to the provisions of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), if the purchaser obtains a survey, the purchaser shall not be entitled to rescind this contract nor shall it make any Claim in relation to any matter disclosed by or arising from the survey.

45. **CONDITION OF PROPERTY**

45.1 **No warranty or representation**

Despite any other term, condition or provision of this contract, the vendor does not give or make any warranty or representation:

(a) as to the condition or fitness of the property (including but not limited to the condition or fitness of the sub-surface of the property);

(b) as to the condition or fitness for purpose of the property for any purpose or use of any nature whatsoever;

(c) that the property is free of contaminants; or

(d) that any easements, covenants or restrictions affecting or benefiting the property have been complied with.

45.2 **Condition of property**

(a) The purchaser acknowledges that it has inspected the property, and will accept the property in its condition on completion of this contract.

(b) The purchaser shall not be entitled to make any Claim including any Claim for Loss or any other relief in respect of or relating to any issue relative to the condition or fitness for purpose of the property, including but not limited to any Claim on the grounds that:

(i) there are any defects (whether latent or patent) in the property or any structure thereon or in the provision of services erected or to be erected upon or works carried out or to be carried out upon the property;

(ii) the physical condition of the property (including but not limited to the soil and sub-surface of the property) is or may be such as to render the property unsuitable or unfit for the carrying out of any further construction of any building or structure, any further development or the conduct of any work (remedial or otherwise), extension, alteration or modification to the property; or

(iii) there is any non-compliance with easements, covenants and restrictions affecting or benefiting the property.

(c) The purchaser acknowledges that the vendor gives no warranty as to whether or not the construction of the improvements forming part of the property has been approved by the relevant consent authority.

45.3 **Furnishings and chattels left on property**

The purchaser shall not be entitled to make any Claim nor will the purchaser be entitled to rescind this contract if any furnishings and chattels are left on, in, about or attached to the property as at completion.

45.4 **Waste**

Despite any rule of law or equity to the contrary, the vendor shall not be liable to the purchaser for any deterioration of the property or for any waste which alters the nature of the property whether permissive, voluntary, ameliorating or otherwise between the date of this contract and completion and the purchaser shall not be entitled to make any Claim including any claim for Loss in relation to any such deterioration of the property or in relation to any waste occurring in respect of the property.

46. **ENVIRONMENTAL**

46.1 **Acknowledgment**

The purchaser acknowledges that:

(a) previous uses of the property may have resulted in the presence on the property of Hazardous Materials;

(b) to the extent to which there may be Hazardous Materials on the property, they may restrict or affect the use or development of the property;

(c) the vendor has not given or made any warranty or representation as to the existence or non-existence on the property of any Hazardous Materials; and

(d) the purchaser has purchased the property as a result of the purchaser's own inspection and enquiries and subject to all Hazardous Materials (if any) which may be on the property.

46.2 **Responsibility**

As from the contract date:

(a) the purchaser assumes full liability and responsibility for the presence of any Hazardous Materials on or adjacent to the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials; and

(b) the purchaser unconditionally and irrevocably indemnifies and agrees to keep indemnified the vendor and its officers, agents and employees against any Loss

arising out of or in respect of the presence of any Hazardous Materials on or near or migrating from the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials.

46.3 **Release**

The purchaser releases and discharges the vendor and its officers, agents and employees from any Claims by or liabilities to the purchaser, its officers, agents, employees or any successor in title whatever, arising out of or in respect of the presence of any Hazardous Materials on or near or emanating from the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials.

47. GOODS

47.1 **Certain goods, fixtures excluded**

(a) The vendor makes no warranty that it has capacity to sell to the purchaser any items located on the property.

(b) The purchaser acknowledges that there is no implied warranty from the vendor that any items are included in this sale.

(c) The purchaser must not make any Claim in relation to any matter referred to in this clause 47.1.

47.2 **Inclusions**

(a) The vendor makes no warranties or representations about the condition or state of repair of the Inclusions. The purchaser accepts the Inclusions in their condition and state of repair as at the date of this contract.

(b) The vendor is not liable for and the purchaser releases the vendor from any liability for any Loss arising from, any costs, charges and expenses incurred in connection with any breakdown or deterioration whatsoever of any of the Inclusions which occurs after the date of this contract.

47.3 **Purchaser not to make any Claim**

The purchaser must not make any Claim in respect of or relating to any issue relative to the condition or fitness for purpose of the property or any Inclusions or any matter referred to in this clause 47.

48. PURCHASER RELIES ON OWN ENQUIRIES

48.1 Without limiting clause 10.1, the purchaser warrants that unless this contract states otherwise, it has not been induced to enter into this contract by any express or implied statement, warranty or representation:

(a) whether oral, written or otherwise; or

(b) made by or on behalf of the vendor in respect of the property or anything relating to, or which could have an effect on, the property including but not limited to:

(i) the fitness or suitability of the property for any purpose;

(ii) any financial return or income derived or to be derived from the property;

(iii) the condition or state of repair of the property; or

(iv) whether or not any part of the property is contaminated or a source of pollution.

48.2 The purchaser acknowledges that:

(a) it is relying entirely on its own enquiries in entering this contract; and

(b) subject to Part 1 of Schedule 3 of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), it accepts the property in its present state of repair and subject to any latent or patent defect.

48.3 To the full extent permitted by law, the purchaser releases the vendor, its employees, contractors and agents from any duty, obligation or liability to the purchaser (or any person claiming through or on behalf of the purchaser) in respect of the condition of the property or any contamination of or pollution from the property or any other land, however caused, whether arising before or at any time after completion, and whether or not it is known to or disclosed by the vendor before or after completion.

48.4 The purchaser cannot make any Claim because of any matter referred to in this clause 48.

49. AGENT

49.1 The purchaser warrants that it was not introduced to the property or the vendor by any real estate agent other than the vendor's agent.

49.2 The purchaser indemnifies the vendor against any liability of the vendor to pay commission or any expenses to any real estate agent other than the vendor's agent which is due to the purchaser's breach of the warranty contained in clause 49.1.

50. INCAPACITY

Without affecting any of the vendor's other rights or remedies, if the purchaser:

(a) is an individual and dies or becomes mentally ill or incapable of managing his own affairs, the vendor may rescind this contract; or

(b) is a company and:

(i) resolves to go into liquidation;

(ii) a petition for its winding up is presented and not withdrawn within 30 days after presentation;

(iii) enters into any scheme of arrangement with its creditors; or

(iv) a liquidator, provisional liquidator, trustee, receiver, receiver and manager, administrator or similar official is appointed over its assets or undertaking,

the purchaser is regarded as not having complied with this contract in an essential respect and the vendor can terminate this contract under clause 9.

51. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The purchaser represents and warrants to the vendor (and the vendor enters this contract in reliance on these warranties) that as at the date of this contract and again at completion:

(a) if it is a company:

(i) it is a company limited by shares under the *Corporations Act* 2001 (Cth); and

(ii) it has taken all corporate action that is necessary or desirable to authorise its entry into this contract and to carry out the transactions that this contract contemplates;

(b) it has full legal capacity and power to:

(i) own its property and to carry on its business; and

(ii) enter into this contract and to carry out the transactions that it contemplates;

(c) it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this contract and to carry out the transactions that it contemplates;

(ii) ensure that this contract is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

(d) this contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and Laws affecting creditors' rights generally), subject to any necessary stamping or registration;

(e) neither its execution of this contract nor the carrying out by it of the transactions that this contract contemplates, does or will:

(i) contravene any Law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) contravene any Authorisation;

(iii) contravene any agreement binding on it or any of its property;

(iv) contravene its constitution or the powers or duties of its directors; or

(v) require it to make any payment or delivery in respect of any debt before it would otherwise be obliged to do so;

(f) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and

~~(g) in entering into this contract, it is not acting as trustee of any trust or settlement.~~

52. GENERAL

52.1 Entire agreement

This contract is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this contract. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this contract.

52.2 **No merger**

The provisions of this contract do not merge on completion.

52.3 **Rights cumulative**

The rights and remedies provided in this contract are cumulative and do not exclude any rights or remedies provided by law.

53. **FOREIGN RESIDENT CGT WITHHOLDING TAX**

53.1 **Vendor to provide Clearance certificate or Variation notice**

The vendor may, at least five business days before the Date for Completion, give the purchaser a:

(a) Clearance certificate in respect of the vendor; or

(b) Variation notice.

53.2 **Purchaser's obligations regarding withholding**

If:

(a) the vendor does not provide a Clearance certificate in accordance with clause 53.1; or

(b) the purchaser is not provided with a Variation notice which remains current at completion and varies the amount payable to the Deputy Commissioner of Taxation pursuant to Subdivision 14-D of Schedule 1 to the TA Act to nil in accordance with clause 53.1,

the purchaser must:

(c) at least three business days before the Date for Completion, give to the vendor a copy of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office (**ATO**) with details of the payment reference number provided by the ATO;

(d) produce at completion a bank cheque for the amount payable to the Deputy Commissioner of Taxation calculated in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TA Act;

(e) immediately after completion forward the bank cheque and the purchaser payment notification to the payee; and

(f) immediately after forwarding the bank cheque to the payee provide to the vendor written evidence of receipt of payment of the amount referred to in clause 53.2(d).

53.3 **Vendor assistance**

The vendor must provide the purchaser with such information as the purchaser requires to comply with its obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the TA Act. The information must be provided within five business days after request by the purchaser.

53.4 **Further obligations**

(a) The amount referred to in clause 53.2(d) is to be deducted from the vendor's entitlement to the price.

(b) The vendor cannot refuse to complete this contract if the purchaser complies with clause 53.2(c) and clause 53.2(d).

(a) The Purchaser is responsible for any penalties or interest payable to the Deputy Commissioner of Taxation on account of late payment of the amount referred to in clause 53.2(d).

54. **GUARANTEE AND INDEMNITY**

54.1 **Guarantee**

In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:

(a) the payment of all money payable by the purchaser under this contract; and

(b) the performance of all the purchaser's other obligations under this contract.

54.2 **Indemnity**

(a) The Guarantor unconditionally and irrevocably indemnifies and agrees to keep indemnified the vendor against any Loss:

(i) which is caused or contributed to by the purchaser's failure to comply with any obligation under this contract;

(ii) because this contract is void, voidable or otherwise unenforceable;

(iii) because this contract is rescinded or terminated;

(iv) because this contract is disclaimed by a liquidator or trustee in bankruptcy; or

(v) because any money payable by the purchaser under this contract is irrecoverable or refundable.

(b) The Guarantor must pay on demand any money due to the vendor under the indemnity referred to in clause 54.2(a) including interest under clause 38.

(c) The Guarantor's obligations under this clause 54.2 are separate and independent from its obligations under clause 53.4(a).

54.3 **Protection and rights of vendor**

(a) Until the vendor has received all money payable to it under this contract neither the purchaser nor the Guarantor may:

(i) prove in an estate or in relation to an asset in a winding up or bankruptcy of:

(A) the other of them; or

(B) any other person liable to the vendor for money owing to the vendor by the purchaser or the Guarantor in competition with the vendor,

unless the amount the vendor is entitled to will not be reduced as a result; or

(ii) be subrogated to the vendor or otherwise have the benefit of any security or any right of the vendor against the purchaser.

(b) The Guarantor's obligations under this clause 53.4(a) (as guarantor, indemnifier or otherwise) are not affected by anything which might, but for this clause 54.3(b) end or limit the Guarantor's obligations relating to this contract including, but not limited to, the following:

(i) the grant of any time, waiver, agreement not to sue or other indulgence;

(ii) the release (including, without limitation, a release as part of a novation) or discharge of a person or a security;

(iii) an arrangement, composition or compromise entered into by the vendor, purchaser, Guarantor or any other person;

(iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

(v) any moratorium or other suspension of a right of the vendor under this contract, a statute, a judgment or order or otherwise;

(vi) any payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, irrecoverable or refundable; or

(vii) the liquidation, bankruptcy or insolvency of the purchaser.

(c) The vendor may enforce its rights against the Guarantor under this contract without first:

(i) enforcing any other security or right; or

(ii) recovering any money or assets from any other person.

(d) If any payment or other transaction relating to the purchaser's obligations under this contract is void, voidable or otherwise unenforceable:

(i) the Guarantor's liability under this contract is the same as if the payment or transaction was not void, voidable or otherwise unenforceable; and

(ii) the Guarantor must immediately do everything required by the vendor to restore to the vendor the benefit of the Guarantor's liability under this contract which existed immediately before the payment or transaction.

54.4 **General**

(a) A certificate, determination, judgment, order or award which is binding on the purchaser is also binding on the Guarantor.

(b) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause 53.4(a).

(c) If the vendor disposes of the benefit of this contract, the disponee receives the benefit of the Guarantor's obligations under this clause 53.4(a).

(d) The Guarantor's obligations under this clause 53.4(a) are continuing obligations.

55. JETTY LICENCE

55.1 Definitions

In this clause 55:

Jetty means the jetty adjacent to the property, being the subject of the Jetty Licence.

Jetty Licence means the waterfront licence number LI560360, a copy of which is contained in Annexure B.

55.2 Vendor's disclosure

The vendor discloses, and the purchaser acknowledges and agrees that the Jetty Licence is currently in the name of the former registered proprietor of the property.

55.3 No warranty or representation

The vendor makes no warranties or representations:

(a) as to the condition of the Jetty or any part of it;

(b) as to the condition or fitness for purpose of the Jetty for any purpose or use of any nature whatsoever;

(c) as to whether the Jetty or any part of it complies with all Laws or has been approved by the relevant consent authority; and

(d) that the property is or will continue to be benefitted by the Jetty Licence.

55.4 Purchaser relies on own enquiries

The purchaser:

(a) warrants that it is relying entirely on its own enquiries in relation to the Jetty and the Jetty Licence;

(b) accepts the Jetty in its present state of repair and subject to any latent or patent defect; and

(c) warrants that it has read and understood the Jetty Licence, and satisfied itself about all matters concerning or arising from the Jetty Licence.

55.5 Vendor not required to do any thing

The purchaser acknowledges and agrees that the vendor is not required to do any thing in connection with the Jetty Licence whether before or after completion.

55.6 No Claim

The purchaser must not make any Claim in relation to any thing contemplated in this clause 55.

56. ANNEXURES

The parties acknowledge that the following are attached to this contract:

(a) property certificate for the land;

(b) deposited plan 9417;

(c) covenant, dealing A621201;

(d) section 10.7(2) and (5) certificate;

(e) service location diagram (pipes);

(f) sewerage service diagram; and

(g) section 47 land tax certificate.

Execution

Vendor

EXECUTED by **KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD ACN 642 981 799**:

Signature of director

Auctioneer on behalf of vendor 15.10.22

Catherine Margaret Conneely

Name

Signature of director/secretary

Auctioneer on behalf of vendor 15.10.22

Scott David Harry Langdon

Name

license number: 2008 8704

Purchaser

(Use if a company)

EXECUTED by

_____:

_____
Signature of director

_____
Name

_____
Signature of director/secretary

_____
Name

(Use if a sole director/secretary company)

EXECUTED by

_____,

by its sole director and sole company secretary:

_____
Signature of sole director and sole company secretary

Yifei Xu
Name

(Use if individual(s))

SIGNED by

_____

in the presence of:

_____
Signature of witness

ADAM BOWKER
Name

_____
Signature of party

SIGNED by

_____

in the presence of:

_____
Signature of witness

_____
Name

_____
Signature of party

Guarantor

(Use if a company)

EXECUTED by

_____:

_____
Signature of director

_____
Signature of director/secretary

_____
Name

_____
Name

(Use if a sole director/secretary company)

EXECUTED by

_____,

by its sole director and sole company secretary:

_____
Signature of sole director and sole company secretary

_____
Name

(Use if individual(s))

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

ANNEXURE A

Documents described in clause 56

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 16/9417

SEARCH DATE	TIME	EDITION NO	DATE
11/8/2022	3:40 PM	2	30/4/2022

LAND

LOT 16 IN DEPOSITED PLAN 9417
AT TASCOTT
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP9417

FIRST SCHEDULE

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD (R AS76749)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A621201 COVENANT

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT CROWN LANDS.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Req:R290954 /Doc:DL 0009417 P /Rev:19 Feb 2019 /NSW LRS /Pgs:11 Aug
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A 435352 21.1.19

PLAN OF "STATION ESTA

(being a re-Subdivision of

Parish of Patonga — Count

Shire of

Scale = 60 feet

0 10 20 40 60 100

LINE

RAILWAY

ROAD

NORTHERN

STATION

from Sydney

VICTO

28

27

26

25

24

23

49' 4"

44 1/2"

63' 11"

29 1/2 P.

28 1/4 P.

34 1/2 P.

169' 9 1/4"

160' 0"

160' 3 1/2"

160' 7 1/2"

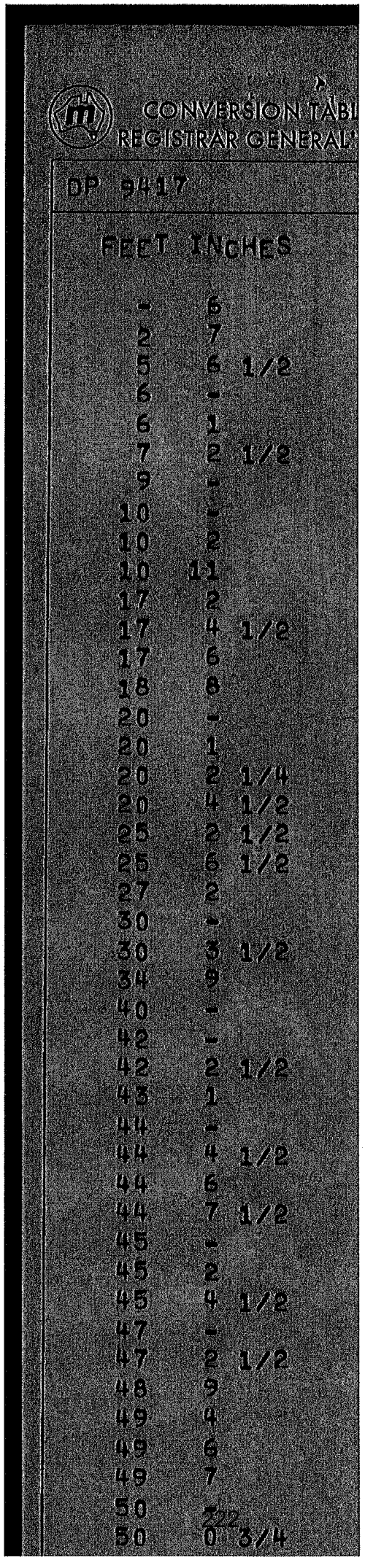
72' 04"

73' 08"

71' 00"

68' 56"

Req:R290994 /Doc:DP 0009417 P /Rev:19 Feb 2019 /NSW LRS /Prt:11 Aug
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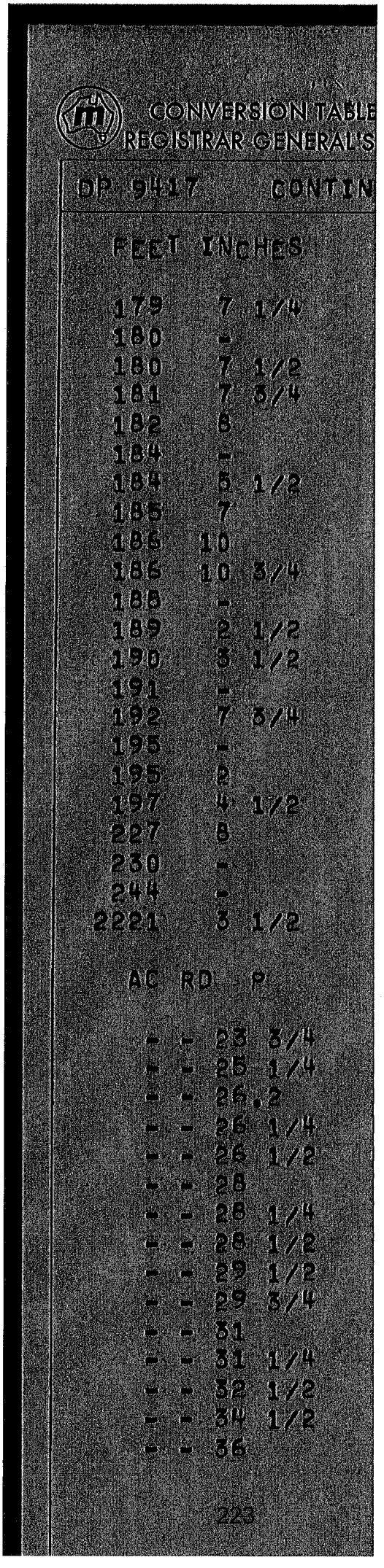


CONVERSION TABL
REGISTRAR GENERAL'

DP 9417

FEET	INCHES
-	6
2	7
5	6 1/2
6	-
6	1
7	2 1/2
9	-
10	-
10	2
10	11
17	2
17	4 1/2
17	6
18	8
20	-
20	1
20	2 1/4
20	4 1/2
25	2 1/2
25	6 1/2
27	2
30	-
30	3 1/2
34	9
40	-
42	-
42	2 1/2
43	1
44	-
44	4 1/2
44	6
44	7 1/2
45	-
45	2
45	4 1/2
47	-
47	2 1/2
48	9
49	4
49	6
49	7
50	-
50	0 3/4

Req:R290954 /Doc:DP 009417 P /Rev:19 Feb 2019 /NSW LRS /Pgs:ALL /Prt:11 Aug
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CONVERSION TABLE
REGISTRAR GENERAL'S

DP 9417 CONTIN

FEET	INCHES
179	7 1/4
180	-
180	7 1/2
181	7 3/4
182	8
184	-
184	5 1/2
185	7
186	10
186	10 3/4
188	-
189	2 1/2
190	3 1/2
191	-
192	7 3/4
195	-
195	2
197	4 1/2
227	8
230	-
244	-
2221	3 1/2

AC	RD	P	
-	-	23	3/4
-	-	25	1/4
-	-	26	.2
-	-	26	1/4
-	-	26	1/2
-	-	28	
-	-	28	1/4
-	-	28	1/2
-	-	29	1/2
-	-	29	3/4
-	-	31	
-	-	31	1/4
-	-	32	1/2
-	-	34	1/2
-	-	36	

OFFICE OF THE REGISTRAR GENERAL / DEPARTMENT / ACT 1900

Transfer .....

Endorsement .....

Certificate .....

A6

A621201Y

MEMORANDUM OF TRANSFER OF REAL PROPERTY (ACT 1900)

FEE SIMPLE.

ONE POUND STAMP DUTY — NEW SOUTH WALES STAMP OFFICE — STAMPED

N.S.W. DEPARTMENT OF STAMP DUTIES 29 AP 20 E

Name, residence, occupation, or other designation, in full, of transferror.

I, ABRAHAM ALFRED HOLLANDER of Sydney, Advertising Contractor

A621201

[a] If a less estate, strike out "*in fee simple*," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] TWO HUNDRED AND EIGHTY-ONE POUNDS FIVE SHILLINGS (£281. 5. 0)

[b] All subsisting encumbrances must be noted hereon. (*See* page 2.)

[d] If the consideration be not pecuniary, state its nature concisely.

[e] Name, residence, occupation, or other designation, in full, of transferree. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by[e] EYRE ROWLAND HERBERT PICKERING of Sydney, Gentleman

the receipt whereof I hereby acknowledge,

[f] If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said[f] Eyre Rowland Herbert Pickering

[g] Area in acres, roods, or perches.

[h] Parish or town and county.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] situate in[h] Shire of Erina, Parish of Patonga County of Northumberland

[i] "The whole" or "part," as the case may be.

[j] "Crown grant," or "Certificate of Title."

[k] Strike out if not appropriate.

being[i] part of the land comprised in[j] Certificate of Title dated 2nd October 1909 registered volume No. 2005 folio 30

[k] ~~And also in the pieces of land as follows:~~—And being Lots Fifteen (15) and Sixteen (16) on Deposited Plan No. 9417.

The said Eyre Rowland Herbert Pickering so as to bind himself his heirs executors administrators and assigns as well as the said land and the succeeding owners and transferrees thereof doth hereby covenant with the said Abraham Alfred Hollander his heirs executors administrators and assigns that any building erected upon the said land shall cost and be of the value of not less than TWO HUNDRED POUNDS.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"*as delineated in the "plan hereon [or "annexed hereto"]* or "*described as follows*, "*viz.*":—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

[Rule up all blanks before signing.]

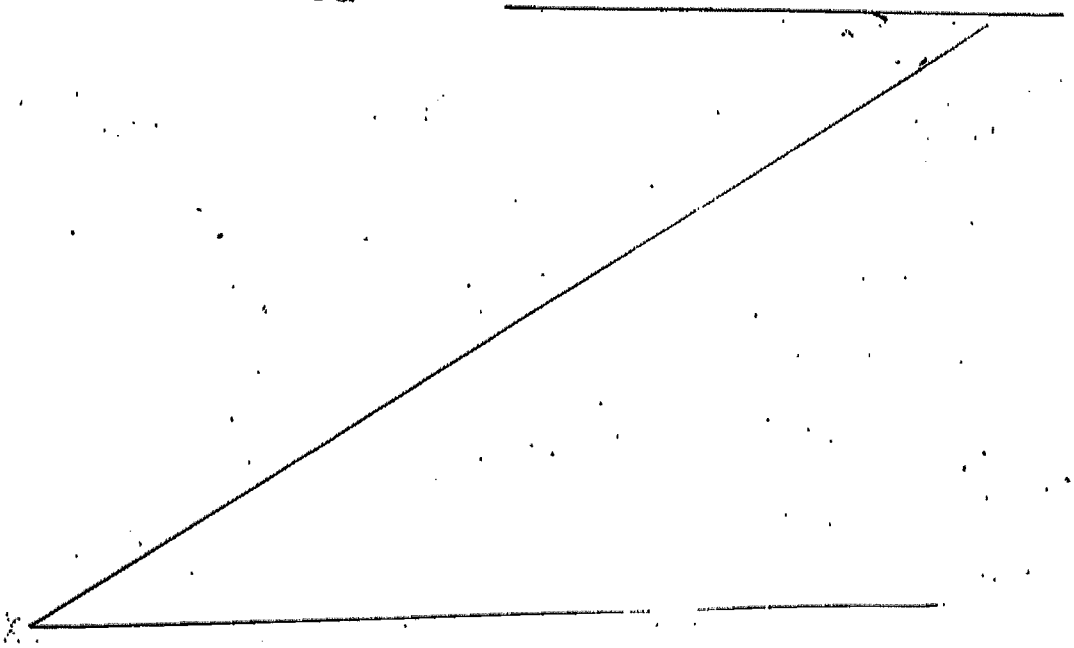
The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[*Price, 6d.*]

M 3121

p See note "c," page 1. A very short note of the particulars will suffice.

Reservations of Mines of Coal and of Silver



[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferee signs by a mark, the attestation must state "that the "instrument was read "over and explained "to him, and that he "appeared fully to understand the same."

n Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at Sydney the Ninth day of March in the year of our Lord one thousand nine hundred and twenty-

Signed in my presence by the said Abraham Alfred Hollander WHO IS PERSONALLY KNOWN TO ME B Cliff Cohen Solicitor m

Abraham Alfred Hollander
Transferror.*

Signed[n] Mona Olive Sydney

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

St 3121

...ne signature of Transferee to an ordinary ...station is sufficient. ...ss the instrument ...ains some special ...mant by the Trans...ee, his signature ...be dispensed with ...ses where it is ...lished that it ...ot be procured ...out difficulty. ..., however, always ...rable to afford a ... for detecting ...gery or personation, ... for this reason ... essential that the ...nature should, if ...sible, be obtained.

Signed in my presence by the said

Eyre Rowland Herbert Gregory

WHO IS PERSONALLY KNOWN TO ME

Grace Valentine

West Vancouver Real Estate Agency

E R H Pickering

Transferee

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.[a]

Appeared before me, at , the

day of , one thousand nine hundred and

[x]

the attesting witness to this instrument, and declared that he personally knew

[s]

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t]

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

.....

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferror.

Name of Transferror.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lodged by

(Name) Mc Kinnon Kel'ay

(Address) 49 Elizabeth St
by dewy

Lots 15 and 16 D.P. 9417.
near Gosford
Ah Erina
Subject to Covenant

Murrison Kelly

Eyre Rowland Herbert Pickering
~~Transferror.~~
Transferee.

A 621201

Particulars entered in the Register Book, Vol. 2005.
Folio 30.

the 27th day of September, 1920,
at 46 minutes pt 2 o'clock
in the after noon.

Registrar General.

2 C SEP 1920

RECEIVED
INDEXED

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	29 SEP 1920	
RECEIVED FROM RECORDS	30/9/20	
DRAFT WRITTEN	5/10/20	
DRAFT EXAMINED	"	
DIAGRAM COMPLETE	5.10.20	
DIAGRAM EXAMINED	"	
DRAFT FORWARDED		
RETD. TO RECORDS (REQUISITN.)		
RETD. TO RECORDS (REGISTR.)		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SENT OF ENCLOSURES	9/10/20	
RET. REGISTRAR GENERAL		

3107 225 J

VOL. FOL.

No Transfer can be registered until the fees are paid.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s., by save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made f Certificate of the subsisting residue.

Tenants in common *must* receive separate Certificates. 20s. will be required for each additional Certificate.

The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is complete from the moment it is recorded.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

Central Coast Council

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) AND (5) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee paid:	$156.00
Receipt No:	
Receipt Date:	11 October 2022
Property Address:	67 Victory Parade, TASCOTT NSW 2250
Property Description:	Lot 16 DP 9417
Property Owner	Kordamentha Shelf Co
Certificate No:	53739
Reference No:	1000 122 769:223202
Date of issue:	12-Oct-2022

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

ZONE R2 LOW DENSITY RESIDENTIAL
Environment Planning Policy (Exempt and Complying Development Codes) 2008
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development
State Environment Planning Policy (Primary Production) 2021
State Environment Planning Policy (Transport and Infrastructure) 2021
State Environment Planning Policy (Biodiversity and Conservation) 2021
State Environment Planning Policy (Resilience and Hazards) 2021
State Environment Planning Policy (Industry and State Employment) 2021
State Environment Planning Policy (Resources and Energy) 2021
State Environment Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed State Environmental Planning Policy (Exempt & Complying Development Codes) 2008
Proposed State Environmental Planning Policy (Regional Infrastructure Contributions)
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Primary Production) 2021
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
Standard Instrument (Local Environmental Plans) Order 2006

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 16 DP 9417
R2 Low Density Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Land includes or comprises critical habitat

No

(f) Land is in a conservation area

No

(g) Item of environmental heritage is situated on the land

None

3	CONTRIBUTION PLANS

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

4	COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?*

GENERAL HOUSING CODE

Complying development under the General Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land. The land is identified as on Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SUBDIVISIONS CODE

Complying Development under the General Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5	EXEMPT DEVELOPMENT

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

7 LAND RESERVED FOR ACQUISITION

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act:

Nil

8 ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road widening or road re-alignment under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

9 FLOOD RELATED DEVELOPMENT CONTROLS

(1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is**

affected because:

The subject property has been identified as being Class 2 - (Works below the ground surface; Works by which the watertable is likely to be lowered) on the Acid Sulfate Soil Planning Maps held by Council.

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered, and development may be restricted.

In this section—

adopted policy means a policy adopted—

(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bushfire prone land (as defined in the Act).

12 LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13 MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that:
(a) applies to this land or
(b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

15	PROPERTY VEGETATION PLANS

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16	BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995,* Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016,* Part 5.

17	BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016.*

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995,* Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016,* Part 8.

18	ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

Council **has not** been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court

19	ANNUAL CHARGES UNDER *LOCAL GOVERNMENT ACT 1993* FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not consented in writing to the land being

subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20 WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council **is not** aware of there being a valid Site Compatibility Certificate (affordable rental housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ADVICE PROVIDED PURSUANT TO S.10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 1300 463 954.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential
Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
Your Ref: 1000 122 769:216368

1 August 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

67 Victory Parade, TASCOTT NSW 2250
Lot 16 DP 9417

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

Attachment:

THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL

SEWERAGE CONNECTION PLAN

OWNER: A.M.P. SICKNESS & ACCIDENT FUND

HOUSE NO: 67 PLAN NO: 881664

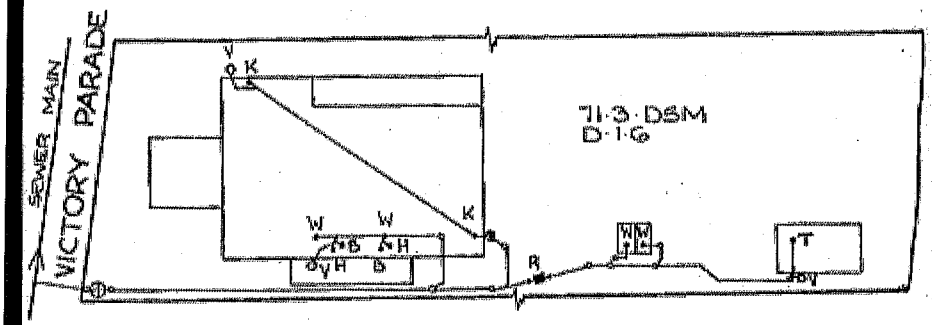
LOT: 16 SEC: DP: 9417

STREET: VICTORY PARADE

DISTRICT: TASCOTT

SYMBOLS AND ABBREVIATIONS

BT	Boundary trap	⊗ R	Reflux valve	T	Trap	BI	Basin	oWS	Waste stack
IS	Inspection shaft	⊸IO⊸	Inspection opening	K	Kitchen sink	B	Shower	oSV	Soil vent pipe
FI	Pit	oWP	Vertical pipe	W	Water closet	F	Floor waste		
G	Gully	oV	Vent pipe	B	Bath waste	M	Washing machine		



DRAINAGE - supervised by D. CLARK	DATE 16.4.93	PLUMBER E.DUNNE	
PLUMBING - supervised by 28.4.87		DRAINER	
DRAWN BY K.MASTERS	SCALE 1:250		

ABN 73 149 644 003
1 August 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Property: Lot 16 DP 9417
67 Victory Parade, TASCOTT NSW 2250
Your Reference: 1000 122 769:216367

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

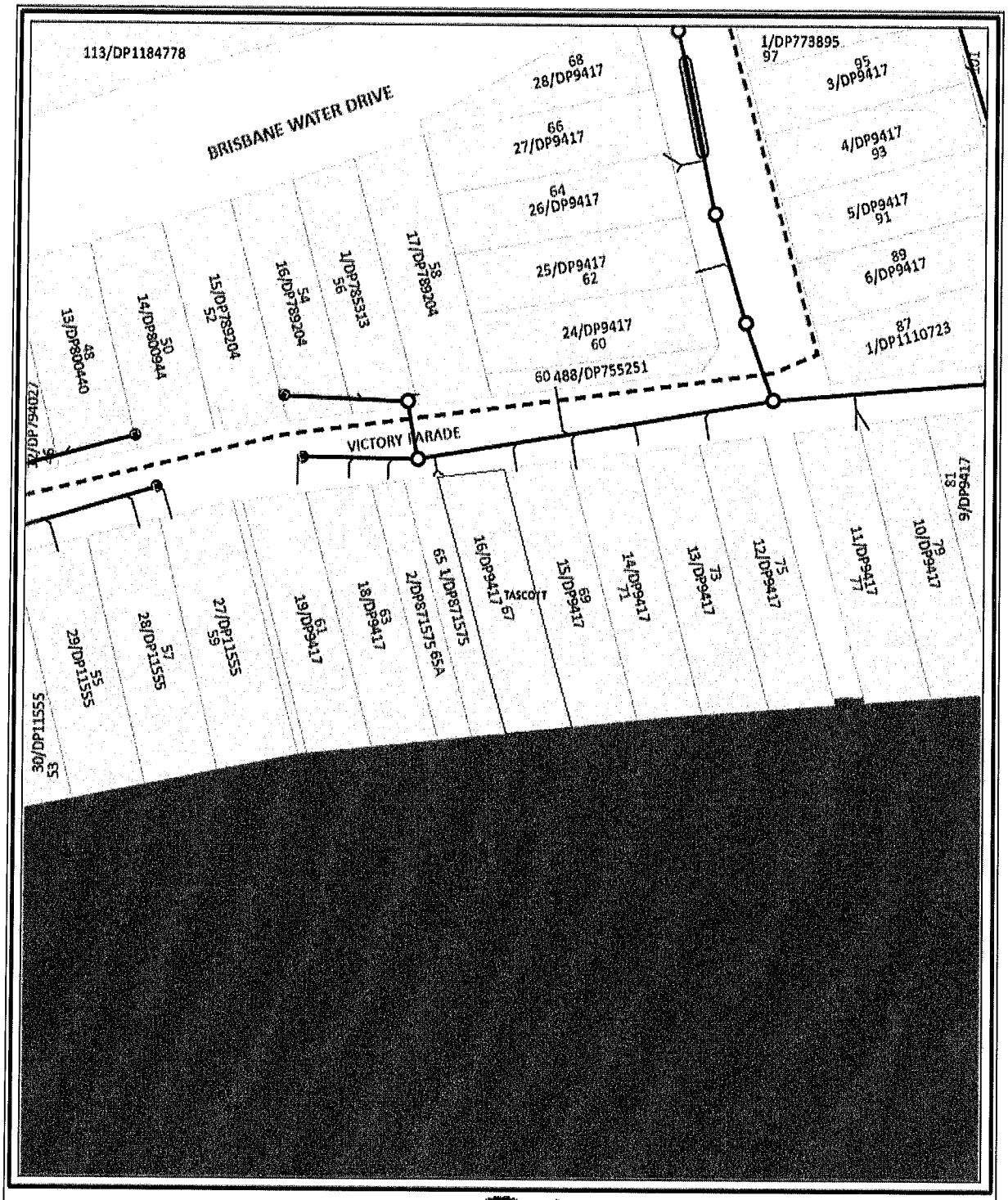
If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 1300 463 954.

Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

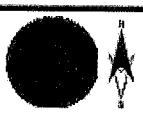
Attach



Warning Note for Underground Plant Locations

This plan may not have been updated to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. The plan is not to scale and all measurements are approximate only. The services indicated are supposed to be in generally the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained and carefully hand excavated. Council can provide an on-site service locate on request to assist in this process. Persons undertaking work will be held responsible for any damage caused to Councils services. Any indication of materials should be used as a guide only.

Sets Customs is part of the Digital Cadastral Database supplied by the Land and Property Information, (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any data/information shown on this plan should verify such information by contacting the Department of Finance and Services before so acting.



Central Coast Council

Sewer Mains Diagram

Not to Scale

Issue Date: 01/08/2022

Legend

- Access Chamber
- Dead End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Emasement
- Abandoned Main
- Main Not in Use
- Applicants land

NSW GOVERNMENT | Revenue

Enquiry ID	3766430
Agent ID	81429403
Issue Date	01 Aug 2022
Correspondence ID	1750440750
Your reference	1000 122 769

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D9417/16	67 VICTORY PDE TASCOTT 2250	$983 333

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details


Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au


1300 139 816*


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

ANNEXURE B

Jetty Licence

APPENDIX D JETTY LICENCE

Licence: LI 560360

LICENCE

Crown Lands Act 1989 - Section 34

File Reference	Licence Number
16/01637	LI 560360

MINISTER The Minister administering the Crown Lands Act 1989, (hereinafter referred to as the Minister)

grants to

LICENSEE name & address

PP NEW PTY LTD
109 Burwood Rd
HAWTHORN VIC 3122

a Licence pursuant to the provisions of Section 34 of the Crown Lands Act 1989 in respect of the land described in Schedule 3 and subject to the terms and conditions contained in the licence document "Domestic Waterfront Licence: Your Standard Terms and Conditions", Schedule 1, Schedule 2 and in any additional Schedules or documents referred to in Schedule 1.

EXECUTION

Dated this 16th day of MARCH 2016

THE MINISTER

M Johnston
as delegate of the Minister

MARGARET JOHNSTON
Group Leader Business Centre
name and position
NSW Trade & Investment
Crown Lands

THE Licensee

In consideration of the grant of this Licence I / We agree to be bound by the terms, conditions and provisions of the Licence.

Certified on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: PP NEW PTY LTD ACN 088 406 437
Authority: Section 127 of the Corporation Act 2001

Signature of authorised person: A Stubbings
Name of authorised person: ANN STUBBINGS
Office held: DIRECTOR

Signature of authorised person:
Name of authorised person: [illegible]
Office held: DIRECTOR

Licence: LI 560360

Schedule 1

Item	Column 1 (description of variable particulars)	Column 2 (particulars)
1	Licensee's Address for service of notices	109 - 133 Burwood Rd HAWTHORN NORTH VIC 3122
2	Minister's Address for service of notices	Department of Primary Industries - Lands PO Box 2185 DANGAR NSW 2309
3	Address for payment of rent	Department of Primary Industries PO Box 2155 Dangar NSW 2309
4	Benefited Land	Lot 16 DP 9417 Parish Patonga County Northumberland
5	Permitted Use	Jetty (73.96m & 74.016m x 0.95m with unauthorised "T" end 4.29m x 5.48m), Landing/Platform (0.67m x 2.85m Unauthorised), Mooring Poles (x 1 Unauthorised)
6	No Residence on Premises	No residence
7	Commencing Date	4th June 2015
8	Terminating Date	20 years from the Commencement Date of the Licence.
9	Initial Rent	$1,047.00
10	Insurance - Public Risk	$20 Million
11	Any other Insurances	No other Insurance
12	Holding number (and where number is to be affixed to)	LI 560360 is to be displayed in a prominent position clearly visible from the water.
13	Standard terms and conditions	"Domestic Waterfront Licence: Your Standard Terms and Conditions"
14	Additional specific terms and conditions	Annexed as Schedule 2
15	Diagram of the Premises	Annexed as Schedule 3

******** End of Schedule 1 ********

Page 2 of 5

Licence: LI 660360

Schedule 2

ADDITIONAL TERMS AND CONDITIONS

1. **Davits, derricks or boat hoists not permitted**
You must not attach or permit any person to attach davits, derricks or boat hoists to the Improvements on the Land.

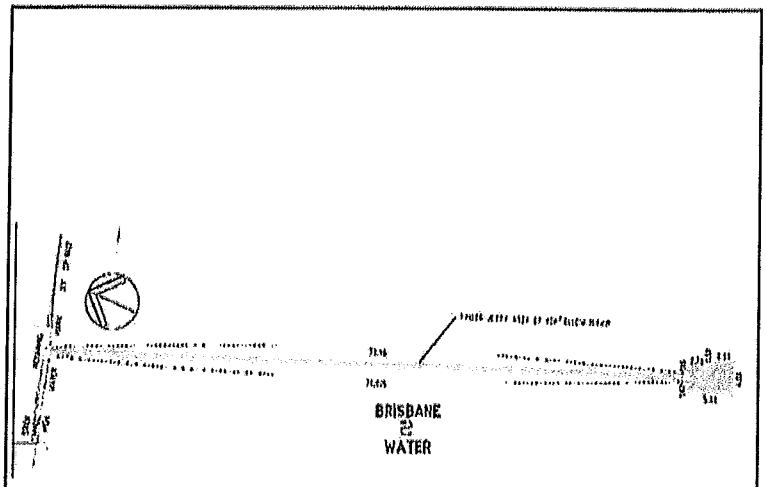
2. **Unauthorised structures**
You must obtain Landowners consent from the Minister administering the Crown Lands Act 1989 prior to lodging a Development Application or Building Certificate from Gosford City Council within six (6) months from the date of execution of the licence for the Unauthorised "T" end of the Jetty, Mooring Piles x 1, & Landing Platform installed without consent. If an application has not been received within six (6) months or Development Consent / Building Certificate is not granted by Gosford City Council the structures will be required to be removed. All costs incurred during removal will be payable by you.

********End of Schedule 2********

Page 3 of 5

Licence: LI 560360

Schedule 3



Disclaimer:
The information contained in this map has been provided in good faith. While all effort has been made to ensure accuracy and completeness of the information, the data provided take no responsibility for errors or omissions or any loss or damage that may result from the use of the information. Copyright NSW Trade & Investment, 2012

NSW GOVERNMENT Department of Primary Industries Lands

LOCALITY DETAILS:	DIAGRAM SHOWING Licence: 560360		
Parish: Patonga	FILE:	16/01537	
County: Northumberland	BENEFITTING		
Lands Office: Maitland	LOT: 16	Sec:	DP: 9417
Land District: Gosford	KNOWN AS	67 VICTORY PDE TASCOTT NSW 2250	
Local Government Area: Gosford			
Locality: Tascott	TOTAL AREA	90M2	
REDUCTION RATIO: NOT TO SCALE	DATE	1/03/2016	

Page 4 of 5

Licence: LI 660360

DESCRIPTION OF LANDS

PART 1

Local Govt. Area	GOSFORD
County	NORTHUMBERLAND
Parish	PATONGA
Locality	TASCOTT
Precinct	BRISBANE WATERS

Status:	Lot	Section	Plan
Crown Land below mean high water mark adjacent	16		DP: 9417

PART 2

Plan/diagram: Schedule 3	Area: 90m2

TEXT DESCRIPTION: Crown land below high water mark fronting Lot 16 DP 9417 (67 Victory Parade) at Point Clare.

******** **End of Description of Lands (Crown Land) and Schedule 3** ********

Page 5 of 5

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Central Coast Ref: Alan Bowler (AlanBowler@mcgrath.com.au)	
co-agent	Not applicable	
vendor	Kordamentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799	
vendor's solicitor	Ashurst Australia of 5 Martin Place, Sydney NSW 2000 Ref: Kate Ferguson Ph: 02 9258 5624 E: kate.ferguson@ashurst.com	
date for completion	both days the Date for Completion (see clause 33)	
land (address, plan details and title reference)	Lot 15 in Deposited Plan 9417, being known as 69 Victory Parade, Tascott NSW 2250	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or numbered: ☐ other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions	☒ blinds	☐ dishwasher	☐ light fittings	☒ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☒ curtains	☐ other: Fridge		

exclusions Nil

purchaser Yifei Xu
2 Hogarth Avenue, Dee Why NSW 2099

purchaser's solicitor SHL & Associates Lawyers
Level 11, 84 Pitt Street, Sydney NSW 2000

price $1,300,000—

deposit $ 130,000— (10% of the price, unless otherwise stated)

balance $1,170,000—

contract date 15th October 2022 (if not stated, the date this contract was made)

buyer's agent

SEE ANNEXURE

vendor	GST AMOUNT (optional) ~~The price includes~~ ~~GST of: $~~	witness
SEE ANNEXURE		
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

Choices

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☒ NO ☐ yes

Nominated *Electronic Lodgement Network (ELN)* (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Note: The price EXCLUDES GST (if any) payable by the vendor

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)
If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

***GSTRW payment* (GST residential withholding payment) – further details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:
Supplier's ABN:
Supplier's GST branch number (if applicable):
Supplier's business address:
Supplier's email address:
Supplier's phone number:
Supplier's proportion of *GSTRW payment*: $
If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate): $
Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):
Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes
If "yes", the GST inclusive market value of the non-monetary consideration: $
Other details (including those required by regulation or the ATO forms):

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☒ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement – off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

CERTIFICATE PURSUANT TO SECTION 66W

OF THE CONVEYANCING ACT, 1919

I, _____ of _____, hereby certify as follows:

1. I am a solicitor / licensed conveyancer currently admitted to practice in New South Wales.

2. I am giving this certificate in accordance with s66W of the Conveyancing Act 1919 with reference to a contract for the sale of 69 Victory Parade, Tascott NSW 2250 between Kordamentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799 (**Vendor**) and _____ (**Purchaser**) in order that there is no cooling off period in relation to that contract.

3. I do not act for the Vendor and I am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.

4. I have explained to the Purchaser:

   i. the effect of the contract for the purchase of that property;

   ii. the nature of this certificate; and

   iii. the effect of giving this certificate to the Vendor, that there is no cooling off period in relation to the contract.

Date: _____

Signed: .....

IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

69 VICTOR RD FACSIMILE

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

SUBJECT TO RPE-LSC-IT 2250

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

© VICTORIAN LAW FOUNDATION (LTD)

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

69 VICKERY DEFINITIONS 250

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.
3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
3.9 The vendor must give the purchaser the *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
4.1.1 the form of transfer; and
4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
6.3 However, this clause does not apply to the extent the purchaser knows the true position.

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

GUIDE TASCOT 2250

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

SOLD SUBJECT TO CONTRACT

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

• Place for completion

16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation)* is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• Notices, certificates and inspections

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

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25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

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30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

69 NOT FOR RESALE 250

electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance.*

31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

69 VICTORIA DETY CT 0250

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33. DEFINITIONS AND INTERPRETATION

33.1 In this contract unless the context otherwise requires:

Appointment Orders means the orders made by Ward CJ in Eq on 22 June 2021 in Supreme Court of New South Wales proceedings 2021/00179305.

Authorisation means:

(a) an authorisation, consent, declaration, exemption, notarisation or waiver, however it is described; and

(b) in relation to anything that could be prohibited or restricted by Law if a Government Agency acts in any way within a specified period, the expiry of that period without that action being taken,

including any renewal or amendment.

Building Certificate means a certificate issued in accordance with sections 6.22-6.26 of the EPA Act.

Claim means, in relation to a person, this contract, allegation, cause of action, proceeding, liability or obligation, suit or demand made against the person concerned however it arises (whether before or after execution of the document) and whether it is present or future, fixed or unascertained, actual or contingent or arising out of this contract or any documents related to this contract or the property, and specifically includes making any requisition or objection or claim for compensation, a delay in completion or rescinding or terminating this contract or attempting or purporting to do so.

Clearance certificate means a certificate issued under s14-220 of Schedule 1 of the TA Act that is valid on the date it is given to the purchaser prior to completion.

Condition Precedent means the condition precedent described in clause 36.

Custodian Trust means the APM Security Plan Sickness & Accident Fund ABN 57 413 197 086 trust.

Date for Completion means the later of:

(a) 42 days after the contract date; and

(b) 10 business days after satisfaction of the Condition Precedent.

Disclosed Documents means all documents and materials referred to in this contract, including all schedules, attachments and annexures to this contract, and all documents referred to in such schedules, attachments and annexures.

Environmental Law means any Law relating to environmental or work health and safety matters.

EPA Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Government Agency means:

(a) a government or government department or other body;

(b) a governmental, semi-governmental or judicial person including a statutory corporation; or

(c) a person (whether autonomous or not) who is charged with the administration of a Law.

GST includes:

(a) any additional tax, penalty, fine, interest or other charge relating to GST; and

(b) an amount an entity is notionally liable to pay as GST or an amount which is treated as GST under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Input Tax Credit includes any notional input tax credit.

Guarantor means _____.

Hazardous Materials includes all substances and all materials, pollutants and contaminants capable of causing harm to human health, plants, animals or to the environment.

Inclusions means the improvements including those items, furnishings and chattels which the vendor has left on or in the property on the date on which completion of this Contract actually occurs.

Law means the common law and any act, ordinance, regulation, by-law, order or proclamation and includes the requirements of any Government Agency or of any Authorisation affecting the property.

Loss means:

(a) in relation to a person, any Claim, allegation, cause of action, proceeding, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent; or

(b) any liability, loss, damage, expense or cost.

Occupation Certificate has the same meaning as that term is given in section 6.4(c) of the EPA Act.

PPS Security Interest means a security interest that is subject to the PPSA.

PPSA means the *Personal Property Securities Act* 2009 (Cth).

Related Persons means:

(a) the officers, directors, employees, agents, advisers or representatives of the Trustee or of the vendor; and

(b) KordaMentha Pty Ltd ACN 100 169 391 and its partners, officers, directors, employees, agents, advisers or representatives.

Standard Form means the NSW Law Society and Real Estate Institute of NSW Contract for the sale and purchase of land - 2019 edition, to which these clauses are attached.

Sunset Date means 6 months after the contract date.

TA Act means *Taxation Administration Act* 1953 (Cth).

Trustee means KordaMentha Shelf Co (APMSPSAF) Pty Ltd ACN 642 981 799.

Variation notice means the notice of variation granted by the Deputy Commissioner of Taxation under section 14-235 of Schedule 1 to the TA Act.

33.2 In this contract unless the context otherwise requires:

(a) if there is any inconsistency between the Standard Form and these attached clauses, these clauses prevail;

(b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation or regulations issued under, that legislation or legislative provision;

(c) the singular includes the plural and vice versa;

(d) a reference to any thing (including any right) includes a part of that thing;

(e) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(f) a reference to any gender includes all genders;

(g) a reference to any party to this contract or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(i) headings are for convenience of reference only and do not affect interpretation;

(j) terms defined in the GST Law have the same meaning in this contract; and

(k) if a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

34. AMENDMENTS TO STANDARD FORM

The Standard Form is amended as follows:

(a) in clause 1 the definition of "settlement cheque" is deleted and replaced by the following:

an unendorsed cheque made payable to the person to be paid and drawn on its own funds by a bank that carries on business in Australia or, if authorised in writing by the vendor or the vendor's solicitor, some other cheque;

(b) in clause 1 delete the definition of "deposit-bond";

(c) in clause 1, the following words are deleted in the definition of "depositholder":

or if no vendor's solicitor is named in this contract, the buyer's agent

(d) in clause 1 the following words are deleted in the definition of "bank":

, a building society or a credit union

(e) clause 3 is deleted;

(f) clause 4.1.2 is amended to add these words:

, if settlement is a proposed electronic transaction

(g) clause 5 is deleted and replaced with the following clause:

The purchaser waives the right it might have had under this contract or at law to make a requisition in relation to anything arising out of this contract or anything served by the vendor, about the property or title or any other thing.

(h) clause 7.1.1 is deleted.

(i) in clauses 10.1.8 and 10.1.9 the words ***existence*** and ***noted*** are substituted for the words ***substance*** and ***disclosed*** respectively;

(j) clause 13 is deleted;

(k) clause 14.4.2 is deleted and the following new clauses are inserted:

14.4.2 on a multiple holding basis; and

14.4.3 if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

(l) clause 17.2.2 is deleted; and

(m) clause 20.6.5 is deleted; and

(n) clause 29 is deleted.

35. **SALE**

35.1 **Purchaser's acknowledgment**

The purchaser acknowledges that the Trustee was appointed as trustee of the Custodian Trust pursuant to the Appointment Orders.

35.2 **Vendor may extend completion, terminate or novate**

If:

(a) the vendor is unable to complete, or is restrained or prevented from performing this contract on the Date for Completion for any reason, including (without limitation) an injunction, caveat, other restraint or actions of third parties; or

(b) the completion of this contract is otherwise prevented by operation of statute or the common law,

then without limiting the vendor's other rights, the vendor may by notice to the purchaser given on or before completion:

(d) rescind this contract; or

(e) extend the Date for Completion, including more than once, provided the completion date is not more than 180 days after the Date for Completion.

35.3 **No Claims**

The purchaser must not make any Claim about:

(a) the Trustee's appointment as trustee of the Custodian Trust; or

(b) the powers of the Trustee or of the vendor to:

(i) sell the property;

(ii) enter into this contract;

(iii) execute this contract or any document contemplated by this contract; or

(iv) complete or perfect any obligation under this contract.

35.4 **Limitation of Trustee's liability**

(a) The purchaser agrees that:

(i) the Trustee has signed this contract solely in its capacity as the trustee of the Custodian Trust and in no other capacity;

(ii) by the Trustee signing this contract or any document related to this contract, the Trustee (except in its capacity as trustee of the Custodian Trust) and the Related Persons will not be liable for any of the obligations the Trustee undertakes or the Trustee's failure to observe, perform or comply with any such obligations under this contract;

(iii) nothing expressly or impliedly contained in this contract will render the Trustee (except in its capacity as trustee of the Custodian Trust) or any of the Related Persons liable in any way; and

(iv) any information or material the Trustee or the vendor provides to the purchaser in connection with this contract does not, and will not in the future, give any representation or warranty as to the completeness, accuracy or relevance of any such information or material, or any representation arising out of or in connection with this contract.

(b) The purchaser:

(i) releases the Trustee (except in its capacity as trustee of the Custodian Trust) and each Related Person in respect of this contract for Loss;

(ii) must not sue the Trustee (except in its capacity as trustee of the Custodian Trust) or any Related Person in respect of this contract for Loss; and

(iii) indemnifies the Trustee (except in its capacity as trustee of the Custodian Trust) and any Related Persons against any Loss suffered by reason of a breach of clause 35.4(b)(ii).

(c) The parties agree that this clause 35.4:

(i) continues despite the Trustee ceasing to act as trustee of the Custodian Trust or this contract terminating; and

(ii) is in addition to, and not in substitution for, any right of indemnity or relief otherwise available to the Trustee or any Related Person.

35.5 **Benefit of this contract**

Despite any other provision of this contract, or any other applicable law or statute, to the extent that a clause in this contract operates in favour of a Related Person, this contract operates as a deed poll in favour of, and is enforceable by, that person.

35.6 **Trustee sells "as is where is"**

The purchaser acknowledges that the vendor:

(a) is selling the property on an "as is" basis;

(b) is not required to remove any items from the property before completion; and

(c) is not required to undertake any repair or maintenance to the property between the contract date and completion.

The purchaser must not make any Claim in relation to any matter referred to in this clause 35.6.

35.7 **Security Interests**

(a) Without limiting the operation of clause 47.1 or clause 35.6, if there is a PPS Security Interest over the property (or part of it) that comprises goods or other items (but not fixtures) (**Goods**), the vendor is not required to take any steps in relation to the PPS Security Interest, including but not limited to, procuring on or before completion:

(i) a deed of release from the secured party releasing the PPS Security Interest in respect of the Goods; or

(ii) if the Security Interest is registered on the PPSA register in a manner which specifically describes the Goods, any undertaking from the relevant secured party that the secured party will prepare and register a financing change statement in respect of the Security Interest.

(b) The purchaser must not make any Claim in relation to any matter referred to in this clause 35.7.

36. **CONDITION PRECEDENT**

36.1 **Condition Precedent**

Unless waived by the vendor pursuant to clause 36.2, completion is subject to and conditional upon satisfaction of the following condition precedent:

The vendor notifies the purchaser that it has obtained such opinion, advice and/or direction pursuant to the Trustee Act 1925 (NSW) as it considers appropriate in relation to the sale of the property.

36.2 **Waiver of Condition Precedent**

The vendor alone may waive the Condition Precedent.

36.3 **Termination**

(a) If the Condition Precedent has not been satisfied by the Sunset Date, then either party may terminate this contract at any time until the Condition Precedent has been satisfied.

(b) If this contract is terminated under clause 36.3(a):

(i) the depositholder must return the deposit to the purchaser; and

(ii) each party releases the other from any Claim under or in connection with anything in this contract.

37. **COMPLETION**

(a) Clause 15 does not apply to this contract.

(b) The parties must complete this contract by the Date for Completion at a time nominated by the vendor.

(c) If completion does not occur in accordance with clause 37(b), a party who is not in default and is ready, willing and able to complete may serve a notice:

(i) requiring the other party to complete not less than 14 days from (and including) the date of service of the notice; and

(ii) making time of the essence.

(d) The parties agree that the period of 14 days in clause 37(c) is reasonable and sufficient time to complete this contract.

38. **INTEREST FOR LATE COMPLETION OR FAILURE TO COMPLETE**

(a) Without limiting any other right of the vendor, if the purchaser (not due to any default by the vendor) does not complete by the Date for Completion, the purchaser must pay interest on the adjusted balance of the price and any other money payable on completion at the rate of ~~10%~~ 8% per annum calculated on a daily basis from and including the Date for Completion up to and including the actual completion date and compounded monthly, without the need for any demand and without prejudice to any other rights of the vendor.

~~(b) In the event the purchaser repudiates this contract and the parties do not complete~~ this contract because of the purchaser's repudiation, the vendor may claim and the purchaser must pay interest in accordance with clause ~~38(a)~~ except that interest will be payable from the Date for Completion ~~up to and~~ including the earlier of:

(i) ~~12 months after the~~ Date for Completion; or

~~(ii) if the vendor re-sells the property, completion of such re-sale.~~

(c) The interest payable under clause 38(a) ~~and/or 38(b)~~ (as applicable) is the vendor's genuine pre-estimate of the damage suffered by the vendor due to the purchaser's failure to complete on the Date for Completion.

(d) Clause 38 is an essential term of this contract.

39. GST

39.1 GST pass on

If GST is or will be payable on a supply made under or in connection with this contract, to the extent that the consideration otherwise provided for that supply under this contract is not stated to include an amount in respect of GST on the supply:

(a) the consideration otherwise provided for that supply under this contract is increased by the amount of that GST; and

(b) the purchaser must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided or, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the vendor.

39.2 GST warranty and acknowledgment

(a) The vendor warrants, for the purpose of s 40-65 of the GST Law, that the property is residential premises.

(b) The purchaser acknowledges that the property is residential premises used predominantly for residential accommodation and warrants that following completion, it will use the property predominantly for residential accommodation.

(c) The vendor and the purchaser each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis but excluding any applicable input tax credits) that the other incurs (directly or indirectly) as a result of a breach of a warranty in this clause 39.2.

39.3 Later adjustment to price or GST

If the amount of GST on a supply is or should be different from the amount in respect of GST already recovered by the vendor, as appropriate, the vendor within 14 days of becoming aware of the adjustment event:

(a) may recover from the purchaser the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or

(b) must refund to the purchaser the amount by which the amount already recovered exceeds the amount of GST on the supply to the extent that the vendor is entitled to a refund or credit from the Commissioner of Taxation; and

(c) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the purchaser within 28 days of the adjustment event except where the purchaser is required to issue an adjustment note or tax invoice in relation to the supply.

39.4 Adjustments

All amounts adjusted under this contract are adjusted inclusive of GST.

39.5 Change in the GST Law

If the GST Law changes after the date of this contract to change the amount of GST on a supply that would have applied at the date of this contract, any consideration otherwise provided for that supply that expressly includes GST must be adjusted to reflect the change in the GST Law.

39.6 **Indemnities and reimbursement**

(a) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this contract must exclude the amount of GST referrable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.

(b) The parties each indemnify the other against all GST and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this contract relating to GST.

40. **VENDOR DISCLOSURE**

(a) The purchaser acknowledges that all matters disclosed or described in this contract are specifically disclosed and clearly described.

(b) The vendor does not warrant the accuracy or completeness of the matters set out in the documents attached to this contract.

(c) The purchaser warrants that it is relying entirely on its own enquiries in relation to the documents attached to this contract.

(d) The purchaser cannot make any Claim because:

(i) of any matter disclosed or described in this contract; or

(ii) any document attached to this contract is incomplete or inaccurate.

41. **DISCLOSED DOCUMENTS**

41.1 **Purchaser's acknowledgments**

The purchaser acknowledges that:

(a) all matters disclosed or described in this contract are specifically disclosed and clearly described; and

(b) copies of the Disclosed Documents were made available to the purchaser for inspection before it executed this contract.

41.2 **No warranty**

The vendor does not warrant the accuracy, currency or completeness of the Disclosed Documents.

41.3 **Purchaser's warranty**

The purchaser:

(a) warrants and acknowledges that before the contract date, it read and understood the Disclosed Documents, and satisfied itself about all matters concerning or arising from the Disclosed Documents;

(b) warrants and acknowledges that it did not rely on the Disclosed Documents in entering into this contract and would have entered into this contract whether or not the Disclosed Documents were provided; and

(c) must not make any Claim in relation to any matter noted or referred to in any Disclosed Document, or otherwise in connection with any Disclosed Document.

42. BUILDING CERTIFICATE AND OCCUPATION CERTIFICATE

42.1 No Building Certificate

(a) The vendor does not have a Building Certificate for improvements on the property.

(b) The purchaser cannot require the vendor to apply to the local council for a Building Certificate or do anything else to obtain a Building Certificate.

(c) The purchaser agrees not to apply to the local council for a Building Certificate before completion.

(d) The purchaser indemnifies the vendor against any claim, action, damage, liability, cost (including legal costs on a full indemnity basis), expense or payment which the vendor pays, suffers, incurs or is liable for in respect of any breach by the purchaser of clause 42.1(c).

(e) The purchaser cannot make any Claim because of any matter referred to in this clause 42.1.

42.2 No Occupation Certificate

(a) The vendor does not have an Occupation Certificate for the improvements on the property.

(b) The purchaser cannot require the vendor to apply to the local council for an Occupation Certificate or do anything else to obtain an Occupation Certificate.

(c) The purchaser agrees not to apply to the local council for an Occupation Certificate before completion.

(d) The purchaser indemnifies the vendor against any claim, action, damage, liability, cost (including legal costs on a full indemnity basis), expense or payment which the vendor pays, suffers, incurs or is liable for in respect of any breach by the purchaser of clause 42.2(c).

(e) The purchaser cannot make any Claim because of any matter referred to in this clause 42.2.

43. PLANNING AND USAGE ISSUES

43.1 Exclusion of warranties

Despite any other term, condition or provision of this contract, the vendor does not warrant or represent that:

(a) any use or activity or range of uses or activities may be allowed or permitted by any authority or pursuant to the EPA Act or any relevant planning instruments or draft planning instruments, master plan or draft master plan, development control plans or any relevant codes or draft development control plans or any other Law; or

(b) that any approvals or other requirements of any authorities have been obtained, are current (if obtained), will be obtained or have been complied with in terms of development consent or use of the property.

43.2 **Purchaser acknowledgement**

Subject to the provisions of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), the purchaser acknowledges that before entering into this contract it satisfied itself as to the purposes for which the property may be used in accordance with the requirements of any authority (including but not limited to the council) under the provisions of the EPA Act and relevant planning instruments or draft planning instruments, master plan or draft master plan, development control plans or draft development control plans or any relevant codes or any other Law.

44. **NO SURVEY**

44.1 **No survey**

(a) The purchaser acknowledges that the vendor does not possess a survey in respect of the property.

(b) The vendor shall not be under any obligation to obtain a survey nor to take any action nor to do anything necessary to enable the purchaser to obtain a survey.

44.2 **Purchaser not to object or make requisition as to survey**

Subject to the provisions of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), if the purchaser obtains a survey, the purchaser shall not be entitled to rescind this contract nor shall it make any Claim in relation to any matter disclosed by or arising from the survey.

45. **CONDITION OF PROPERTY**

45.1 **No warranty or representation**

Despite any other term, condition or provision of this contract, the vendor does not give or make any warranty or representation:

(a) as to the condition or fitness of the property (including but not limited to the condition or fitness of the sub-surface of the property);

(b) as to the condition or fitness for purpose of the property for any purpose or use of any nature whatsoever;

(c) that the property is free of contaminants; or

(d) that any easements, covenants or restrictions affecting or benefiting the property have been complied with.

45.2 **Condition of property**

(a) The purchaser acknowledges that it has inspected the property, and will accept the property in its condition on completion of this contract.

(b) The purchaser shall not be entitled to make any Claim including any Claim for Loss or any other relief in respect of or relating to any issue relative to the condition or fitness for purpose of the property, including but not limited to any Claim on the grounds that:

(i) there are any defects (whether latent or patent) in the property or any structure thereon or in the provision of services erected or to be erected upon or works carried out or to be carried out upon the property;

(ii) the physical condition of the property (including but not limited to the soil and sub-surface of the property) is or may be such as to render the property unsuitable or unfit for the carrying out of any further construction of any building or structure, any further development or the conduct of any work (remedial or otherwise), extension, alteration or modification to the property; or

(iii) there is any non-compliance with easements, covenants and restrictions affecting or benefiting the property.

(c) The purchaser acknowledges that the vendor gives no warranty as to whether or not the construction of the improvements forming part of the property has been approved by the relevant consent authority.

45.3 **Furnishings and chattels left on property**

The purchaser shall not be entitled to make any Claim nor will the purchaser be entitled to rescind this contract if any furnishings and chattels are left on, in, about or attached to the property as at completion.

45.4 **Waste**

Despite any rule of law or equity to the contrary, the vendor shall not be liable to the purchaser for any deterioration of the property or for any waste which alters the nature of the property whether permissive, voluntary, ameliorating or otherwise between the date of this contract and completion and the purchaser shall not be entitled to make any Claim including any claim for Loss in relation to any such deterioration of the property or in relation to any waste occurring in respect of the property.

46. **ENVIRONMENTAL**

46.1 **Acknowledgment**

The purchaser acknowledges that:

(a) previous uses of the property may have resulted in the presence on the property of Hazardous Materials;

(b) to the extent to which there may be Hazardous Materials on the property, they may restrict or affect the use or development of the property;

(c) the vendor has not given or made any warranty or representation as to the existence or non-existence on the property of any Hazardous Materials; and

(d) the purchaser has purchased the property as a result of the purchaser's own inspection and enquiries and subject to all Hazardous Materials (if any) which may be on the property.

46.2 **Responsibility**

As from the contract date:

(a) the purchaser assumes full liability and responsibility for the presence of any Hazardous Materials on or adjacent to the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials; and

(b) the purchaser unconditionally and irrevocably indemnifies and agrees to keep indemnified the vendor and its officers, agents and employees against any Loss

arising out of or in respect of the presence of any Hazardous Materials on or near or migrating from the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials.

46.3 **Release**

The purchaser releases and discharges the vendor and its officers, agents and employees from any Claims by or liabilities to the purchaser, its officers, agents, employees or any successor in title whatever, arising out of or in respect of the presence of any Hazardous Materials on or near or emanating from the property and anything incidental to them including compliance with all Laws including any Environmental Laws and the requirements of any Government Agency in respect of any Hazardous Materials.

47. **GOODS**

47.1 **Certain goods, fixtures excluded**

(a) The vendor makes no warranty that it has capacity to sell to the purchaser any items located on the property.

(b) The purchaser acknowledges that there is no implied warranty from the vendor that any items are included in this sale.

(c) The purchaser must not make any Claim in relation to any matter referred to in this clause 47.1.

47.2 **Inclusions**

(a) The vendor makes no warranties or representations about the condition or state of repair of the Inclusions. The purchaser accepts the Inclusions in their condition and state of repair as at the date of this contract.

(b) The vendor is not liable for and the purchaser releases the vendor from any liability for any Loss arising from, any costs, charges and expenses incurred in connection with any breakdown or deterioration whatsoever of any of the Inclusions which occurs after the date of this contract.

47.3 **Purchaser not to make any Claim**

The purchaser must not make any Claim in respect of or relating to any issue relative to the condition or fitness for purpose of the property or any Inclusions or any matter referred to in this clause 47.

48. **PURCHASER RELIES ON OWN ENQUIRIES**

48.1 Without limiting clause 10.1, the purchaser warrants that unless this contract states otherwise, it has not been induced to enter into this contract by any express or implied statement, warranty or representation:

(a) whether oral, written or otherwise; or

(b) made by or on behalf of the vendor in respect of the property or anything relating to, or which could have an effect on, the property including but not limited to:

(i) the fitness or suitability of the property for any purpose;

(ii) any financial return or income derived or to be derived from the property;

(iii) the condition or state of repair of the property; or

(iv) whether or not any part of the property is contaminated or a source of pollution.

48.2 The purchaser acknowledges that:

(a) it is relying entirely on its own enquiries in entering this contract; and

(b) subject to Part 1 of Schedule 3 of the *Conveyancing (Sale of Land) Regulation* 2017 (NSW), it accepts the property in its present state of repair and subject to any latent or patent defect.

48.3 To the full extent permitted by law, the purchaser releases the vendor, its employees, contractors and agents from any duty, obligation or liability to the purchaser (or any person claiming through or on behalf of the purchaser) in respect of the condition of the property or any contamination of or pollution from the property or any other land, however caused, whether arising before or at any time after completion, and whether or not it is known to or disclosed by the vendor before or after completion.

48.4 The purchaser cannot make any Claim because of any matter referred to in this clause 48.

49. AGENT

49.1 The purchaser warrants that it was not introduced to the property or the vendor by any real estate agent other than the vendor's agent.

49.2 The purchaser indemnifies the vendor against any liability of the vendor to pay commission or any expenses to any real estate agent other than the vendor's agent which is due to the purchaser's breach of the warranty contained in clause 49.1.

50. INCAPACITY

Without affecting any of the vendor's other rights or remedies, if the purchaser:

(a) is an individual and dies or becomes mentally ill or incapable of managing his own affairs, the vendor may rescind this contract; or

(b) is a company and:

(i) resolves to go into liquidation;

(ii) a petition for its winding up is presented and not withdrawn within 30 days after presentation;

(iii) enters into any scheme of arrangement with its creditors; or

(iv) a liquidator, provisional liquidator, trustee, receiver, receiver and manager, administrator or similar official is appointed over its assets or undertaking,

the purchaser is regarded as not having complied with this contract in an essential respect and the vendor can terminate this contract under clause 9.

51. PURCHASER'S REPRESENTATIONS AND WARRANTIES

The purchaser represents and warrants to the vendor (and the vendor enters this contract in reliance on these warranties) that as at the date of this contract and again at completion:

(a) if it is a company:

(i) it is a company limited by shares under the *Corporations Act* 2001 (Cth); and

(ii) it has taken all corporate action that is necessary or desirable to authorise its entry into this contract and to carry out the transactions that this contract contemplates;

(b) it has full legal capacity and power to:

(i) own its property and to carry on its business; and

(ii) enter into this contract and to carry out the transactions that it contemplates;

(c) it holds each Authorisation that is necessary or desirable to:

(i) enable it to properly execute this contract and to carry out the transactions that it contemplates;

(ii) ensure that this contract is legal, valid, binding and admissible in evidence; or

(iii) enable it to properly carry on its business as it is now being conducted,

and it is complying with any conditions to which any of these Authorisations is subject;

(d) this contract constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and Laws affecting creditors' rights generally), subject to any necessary stamping or registration;

(e) neither its execution of this contract nor the carrying out by it of the transactions that this contract contemplates, does or will:

(i) contravene any Law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;

(ii) contravene any Authorisation;

(iii) contravene any agreement binding on it or any of its property;

(iv) contravene its constitution or the powers or duties of its directors; or

(v) require it to make any payment or delivery in respect of any debt before it would otherwise be obliged to do so;

(f) there are no reasonable grounds to suspect that it will not be able to pay its debts as and when they become due and payable; and

~~(g) in entering into this contract, it is not acting as trustee of any trust or settlement.~~

52. GENERAL

52.1 Entire agreement

This contract is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this contract. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this contract.

52.2 **No merger**

The provisions of this contract do not merge on completion.

52.3 **Rights cumulative**

The rights and remedies provided in this contract are cumulative and do not exclude any rights or remedies provided by law.

53. **FOREIGN RESIDENT CGT WITHHOLDING TAX**

53.1 **Vendor to provide Clearance certificate or Variation notice**

The vendor may, at least five business days before the Date for Completion, give the purchaser a:

(a) Clearance certificate in respect of the vendor; or

(b) Variation notice.

53.2 **Purchaser's obligations regarding withholding**

If:

(a) the vendor does not provide a Clearance certificate in accordance with clause 53.1; or

(b) the purchaser is not provided with a Variation notice which remains current at completion and varies the amount payable to the Deputy Commissioner of Taxation pursuant to Subdivision 14-D of Schedule 1 to the TA Act to nil in accordance with clause 53.1,

the purchaser must:

(c) at least three business days before the Date for Completion, give to the vendor a copy of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office (**ATO**) with details of the payment reference number provided by the ATO;

(d) produce at completion a bank cheque for the amount payable to the Deputy Commissioner of Taxation calculated in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the TA Act;

(e) immediately after completion forward the bank cheque and the purchaser payment notification to the payee; and

(f) immediately after forwarding the bank cheque to the payee provide to the vendor written evidence of receipt of payment of the amount referred to in clause 53.2(d).

53.3 **Vendor assistance**

The vendor must provide the purchaser with such information as the purchaser requires to comply with its obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the TA Act. The information must be provided within five business days after request by the purchaser.

53.4 **Further obligations**

(a) The amount referred to in clause 53.2(d) is to be deducted from the vendor's entitlement to the price.

(b) The vendor cannot refuse to complete this contract if the purchaser complies with clause 53.2(c) and clause 53.2(d).

(a) The Purchaser is responsible for any penalties or interest payable to the Deputy Commissioner of Taxation on account of late payment of the amount referred to in clause 53.2(d).

54. **GUARANTEE AND INDEMNITY**

54.1 **Guarantee**

In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:

(a) the payment of all money payable by the purchaser under this contract; and

(b) the performance of all the purchaser's other obligations under this contract.

54.2 **Indemnity**

(a) The Guarantor unconditionally and irrevocably indemnifies and agrees to keep indemnified the vendor against any Loss:

(i) which is caused or contributed to by the purchaser's failure to comply with any obligation under this contract;

(ii) because this contract is void, voidable or otherwise unenforceable;

(iii) because this contract is rescinded or terminated;

(iv) because this contract is disclaimed by a liquidator or trustee in bankruptcy; or

(v) because any money payable by the purchaser under this contract is irrecoverable or refundable.

(b) The Guarantor must pay on demand any money due to the vendor under the indemnity referred to in clause 54.2(a) including interest under clause 38.

(c) The Guarantor's obligations under this clause 54.2 are separate and independent from its obligations under clause 53.1.

54.3 **Protection and rights of vendor**

(a) Until the vendor has received all money payable to it under this contract neither the purchaser nor the Guarantor may:

(i) prove in an estate or in relation to an asset in a winding up or bankruptcy of:

(A) the other of them; or

(B) any other person liable to the vendor for money owing to the vendor by the purchaser or the Guarantor in competition with the vendor,

unless the amount the vendor is entitled to will not be reduced as a result; or

(ii) be subrogated to the vendor or otherwise have the benefit of any security or any right of the vendor against the purchaser.

(b) The Guarantor's obligations under this clause 53.1 (as guarantor, indemnifier or otherwise) are not affected by anything which might, but for this clause 54.3(b) end or limit the Guarantor's obligations relating to this contract including, but not limited to, the following:

(i) the grant of any time, waiver, agreement not to sue or other indulgence;

(ii) the release (including, without limitation, a release as part of a novation) or discharge of a person or a security;

(iii) an arrangement, composition or compromise entered into by the vendor, purchaser, Guarantor or any other person;

(iv) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

(v) any moratorium or other suspension of a right of the vendor under this contract, a statute, a judgment or order or otherwise;

(vi) any payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided, irrecoverable or refundable; or

(vii) the liquidation, bankruptcy or insolvency of the purchaser.

(c) The vendor may enforce its rights against the Guarantor under this contract without first:

(i) enforcing any other security or right; or

(ii) recovering any money or assets from any other person.

(d) If any payment or other transaction relating to the purchaser's obligations under this contract is void, voidable or otherwise unenforceable:

(i) the Guarantor's liability under this contract is the same as if the payment or transaction was not void, voidable or otherwise unenforceable; and

(ii) the Guarantor must immediately do everything required by the vendor to restore to the vendor the benefit of the Guarantor's liability under this contract which existed immediately before the payment or transaction.

54.4 **General**

(a) A certificate, determination, judgment, order or award which is binding on the purchaser is also binding on the Guarantor.

(b) The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause 53.1.

(c) If the vendor disposes of the benefit of this contract, the disponee receives the benefit of the Guarantor's obligations under this clause 53.1.

(d) The Guarantor's obligations under this clause 53.1 are continuing obligations.

55. **ANNEXURES**

The parties acknowledge that the following are attached to this contract:

(a) property certificate for the land;

(b) deposited plan 9417;

(c) covenant, dealing A621201;

(d) section 10.7(2) and (5) certificate;

(e) service location diagram (pipes);

(f) sewerage service diagram; and

(g) section 47 land tax certificate.

Execution

Vendor

EXECUTED by **KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD ACN 642 981 799**:

Signature of director

Auctioneer on behalf of vendor 15.10.22

Catherine Margaret Conneely

Name

Signature of director/secretary

Auctioneer on behalf of vendor 15.10.22

Scott David Harry Langdon

Name

licence number: 20088704

Purchaser

(Use if a company)

EXECUTED by

_____:

_____
Signature of director

_____
Signature of director/secretary

_____
Name

_____
Name

(Use if a sole director/secretary company)

EXECUTED by

_____,

by its sole director and sole company secretary:

_____
Signature of sole director and sole company secretary

Yifei Xu
_____
Name

(Use if individual(s))

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

ALAN BAUER
_____
Name

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

Guarantor

(Use if a company)

EXECUTED by

_____:

_____
Signature of director

_____
Name

_____
Signature of director/secretary

_____
Name

(Use if a sole director/secretary company)

EXECUTED by

_____,

by its sole director and sole company secretary:

_____
Signature of sole director and sole company secretary

_____
Name

(Use if individual(s))

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

SIGNED by

_____

in the presence of:

_____
Signature of party

_____
Signature of witness

_____
Name

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 15/9417

SEARCH DATE	TIME	EDITION NO	DATE
11/8/2022	3:40 PM	3	30/4/2022

LAND

LOT 15 IN DEPOSITED PLAN 9417
AT POINT CLARE
LOCAL GOVERNMENT AREA CENTRAL COAST
PARISH OF PATONGA COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP9417

FIRST SCHEDULE

KORDAMENTHA SHELF CO (APMSPSAF) PTY LTD (R AS76749)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A621201 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

1000 122 769 PRINTED ON 11/8/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 11/08/2022 15:40:54

Req:R290954 /Doc:DP 000941 P /Rev:19 Feb 2019 /NSW LRS /Prt:11 Aug
© Office of the Registrar-General /Src:InfoTrack /Ref:1000 122 769

A 435352 21.1.19

PLAN OF "STATION ESTA

(being a re-Subdivision of

Parish of Patonga — County

Shire of

Scale = 60 feet

0 10 20 30 40 50 100



Req:R290994 /Doc:DP 009417 P /Rev:19 Feb 2019 /NSW LRS /Prt:11 Aug
© Office of the Registrar-General /Src:InfoTrack /Ref:1000 122 769

CONVERSION TABL
REGISTRAR GENERAL'

DP 9417

FEET	INCHES
-	6
2	7
5	6 1/2
6	-
6	1
7	2 1/2
9	-
10	-
10	2
10	11
17	2
17	4 1/2
17	6
18	8
20	-
20	1
20	2 1/4
20	4 1/2
25	2 1/2
25	6 1/2
27	2
30	-
30	3 1/2
34	9
40	-
42	-
42	2 1/2
43	1
44	-
44	4 1/2
44	6
44	7 1/2
45	-
45	2
45	4 1/2
47	-
47	2 1/2
48	9
49	4
49	6
49	7
50	-
50	0 3/4

Req:R290954 /Doc:DP 009417 P /Rev:19 Feb 2019 /NSW LRS /Pgc:11 Aug
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CONVERSION TABLE
REGISTRAR GENERAL'S

DP 9417 CONTIN

FEET	INCHES
179	7 1/4
180	-
180	7 1/2
181	7 3/4
182	8
184	-
184	5 1/2
185	7
186	10
186	10 3/4
188	-
189	2 1/2
190	3 1/2
191	-
192	7 3/4
195	-
195	2
197	4 1/2
227	8
230	-
244	-
2221	3 1/2

AC	RD	P
-	-	23 3/4
-	-	25 1/4
-	-	25.2
-	-	26 1/4
-	-	26 1/2
-	-	28
-	-	28 1/4
-	-	28 1/2
-	-	29 1/2
-	-	29 3/4
-	-	31
-	-	31 1/4
-	-	32 1/2
-	-	34 1/2
-	-	36

Office of the Registrar-General / Dept. of Lands / Act 1900 sec. 122 [illegible]

Transfer .....

Endorsement .....

Certificate .....

A6

A621201Y

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

ONE POUND STAMP DUTY — STAMPED — N.S.W. DEPARTMENT OF STAMP DUTIES 23 APR 20

EE SIMPLE.

Name, residence, occupation, or other designation, in full, of transferror.

I, ABRAHAM ALFRED HOLLANDER of Sydney, Advertising Contractor

A 621201

[a] If a less estate, strike out "*in fee simple*," and interline the required alteration.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] TWO HUNDRED AND EIGHTY-ONE POUNDS FIVE SHILLINGS (£281. 5. 0)

[b] All subsisting encumbrances must be noted hereon. (*See* page 2.)

[c] If the consideration be not pecuniary, state its nature concisely.

[e] Name, residence, occupation, or other designation, in full, of transferree. If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to me by[e] EYRE ROWLAND HERBERT PICKERING of Sydney, Gentleman

the receipt whereof I hereby acknowledge,

[f] If to two or more, state whether as joint tenants or tenants in common.

do hereby transfer to the said[f] Eyre Rowland Herbert Pickering

[g] Area in acres, roods, or perches.

ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

[h] Parish or town and county.

situate in[h] Shire of Erina, Parish of Patonga County of Northumberland

[i] "The whole" or "part," as the case may be.

[j] "Crown grant," or "Certificate of Title."

[k] Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"*as delineated in the "plan hereon [or "annexed hereto"]* or "*described as follows, "viz.*":—

being[i] part of the land comprised in[j] Certificate of Title dated 2nd October 1909 registered volume No. 2005 folio 30

[k] And ~~also in the pieces of land as follows~~:—And being Lots Fifteen (15) and Sixteen (16) on Deposited Plan No. 9417.

The said Eyre Rowland Herbert Pickering so as to bind himself his heirs executors administrators and assigns as well as the said land and the succeeding owners and transferrees thereof doth hereby covenant with the said Abraham Alfred Hollander his heirs executors administrators and assigns that any building erected upon the said land shall cost and be of the value of not less than TWO HUNDRED POUNDS.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

[Rule up all blanks before signing.]

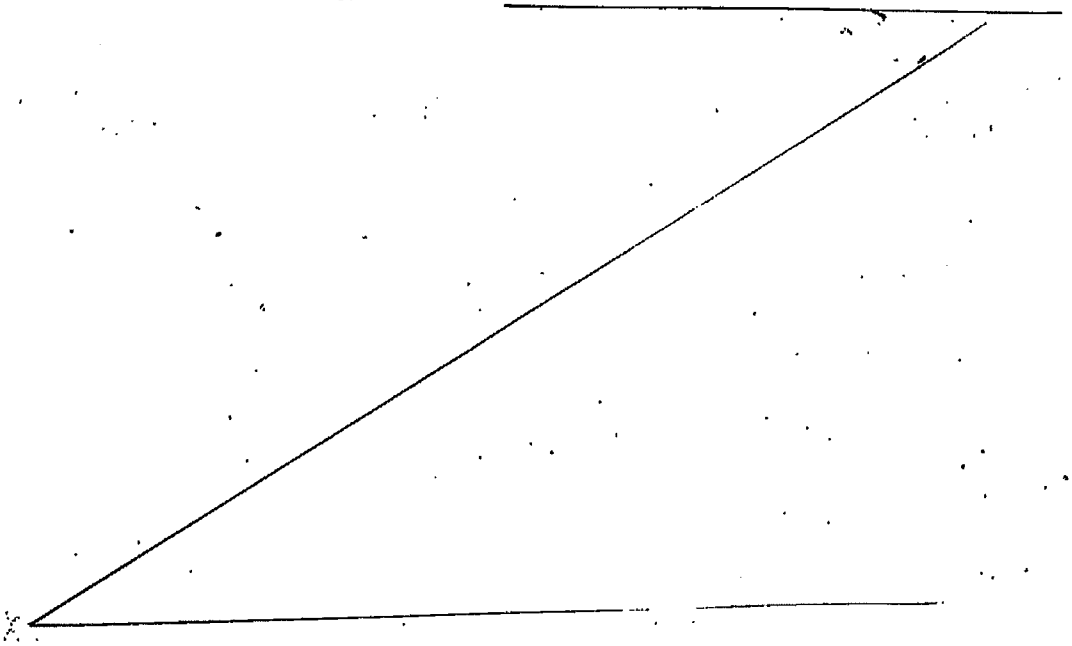
The form, when filled in, should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[*Price*, 6*d*.]

Sc 3121

p See note "c," page 1. A very short note of the particulars will suffice.

Reservations of Mines of Coal and of Silver



[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over and explained "to him, and that he "appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at Sydney the Nineteenth day of March in the year of our Lord one thousand nine hundred and twenty-

Signed in my presence by the said Abraham Alfred Hollander WHO IS PERSONALLY KNOWN TO ME B Cecil Cohen Solicitor Sydney m

A A Hollander

Transferror.*

Signed n

n Repeat attestation for additional parties if required.

St 3121

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Office of the Registrar-General, Sydney, [illegible]

...ne signature of Transferee to an ordinary ...station is sufficient. ...ss the instrument ...ains some special ...nant by the Trans- ...ee, his signature ...be dispensed with *...ses where it is ...lished that it ...ot be procured ...ut difficulty.* ..., however, always ...rable to afford a ... for detecting ...gery or personation, ... for this reason ... essential that the ...nature should, if ...sible, be obtained.

Signed in my presence by the said

Eyre Rowland Herbert Pickering

WHO IS PERSONALLY KNOWN TO ME

[illegible]

[illegible]

E R H Pickering

Transferred

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.[q]

Appeared before me, at , the

day of , one thousand nine hundred and

[r]

the attesting witness to this instrument, and declared that he personally knew

[s]

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said[t]

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferror.

Name of Transferror.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Lodged by

(Name) The Crown Sol'or

(Address) 4 & 9 Elizabeth St Sydney

Lots 15 and 16 D.P. 9417.
near Ilford
Mt Erina
(subject to covenant)

Eyre Rowland Herbert Pickering. ~~The transferror.~~
Transferree.

A 621201

Particulars entered in the Register Book, Vol. 2005.
Folio 30.

the 27th day of September, 1920,
at 46 minutes pt 2 o'clock
in the after noon.

Registrar General.

2 C SEP 1920

INDEXED

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	29 SEP 1920	
RECEIVED FROM RECORDS	[illegible]	
DRAFT WRITTEN	5.10.20	
DRAFT EXAMINED		
DIAGRAM COMPLETE	5.10.20	
DIAGRAM EXAMINED	"	
DRAFT FORWARDED		
RETD. TO RECORDS { REQUISITN. / REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SENT TO ENGROSSERS	9.10.20	
RET. FROM ENGROSSERS		

3107 225 J

VOL. FOL.

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for Certificate of the subsisting residue.
Tenants in common *must* receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take a new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE FORMS PRESCRIBED BY THAT ACT.

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

SECTION 10.7(2) AND (5) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee paid:	$156.00
Receipt No:	
Receipt Date:	11 October 2022
Property Address:	69 Victory Parade, TASCOTT NSW 2250
Property Description:	Lot 15 DP 9417
Property Owner	Kordamentha Shelf Co
Certificate No:	53734
Reference No:	1000 122 769:223201
Date of issue:	12-Oct-2022

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans which apply to the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

ZONE R2 LOW DENSITY RESIDENTIAL
Environment Planning Policy (Exempt and Complying Development Codes) 2008
State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
State Environment Planning Policy No. 65 – Design Quality of Residential Apartment Development
State Environment Planning Policy (Primary Production) 2021
State Environment Planning Policy (Transport and Infrastructure) 2021
State Environment Planning Policy (Biodiversity and Conservation) 2021
State Environment Planning Policy (Resilience and Hazards) 2021
State Environment Planning Policy (Industry and State Employment) 2021
State Environment Planning Policy (Resources and Energy) 2021
State Environment Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Housing) 2021

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which will apply to the land and is or has been the subject of community consultation or public exhibition

Proposed State Environmental Planning Policy (Exempt & Complying Development Codes) 2008
Proposed State Environmental Planning Policy (Regional Infrastructure Contributions)
Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021
Proposed State Environmental Planning Policy (Primary Production) 2021
Proposed State Environment Planning Policy (Building Sustainability Index: BASIX) 2004
Standard Instrument (Local Environmental Plans) Order 2006

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 15 DP 9417
R2 Low Density Residential

(b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:

(i) development that may be carried out within the zone without the need for development consent,

(ii) development which may not be carried out within the zone except with development consent and

(iii) development which is prohibited within the zone.

(c) Whether additional permitted uses apply to the land

Additional Permitted Uses **do not** apply to this land.

(d) Development Standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Land includes or comprises critical habitat

No

(f) Land is in a conservation area

No

(g) Item of environmental heritage is situated on the land

None

3	CONTRIBUTION PLANS

Central Coast Council Regional Section 7.12 Development Contributions Plan 2019.

4	COMPLYING DEVELOPMENT

Whether or not the land is land on which complying development can be carried out under each of the codes for complying development because of the provisions of clause 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?*

GENERAL HOUSING CODE

Complying development under the General Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

RURAL HOUSING CODE

Complying development under the Rural Housing Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development under the Low Rise Housing Diversity Code may not be carried out on the land. The land is identified as on Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraints on the land.

GREENFIELD HOUSING CODE

Greenfield Housing Code **is not** applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

Complying development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on the land. The land is affected by specific land exemptions: The land is identified on an Acid Soils Map as being Class 1 or 2. Please contact your Private Accredited Certifier to ascertain the extent of the constraint on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

SUBDIVISIONS CODE

Complying Development under the General Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5	EXEMPT DEVELOPMENT

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6	AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (*BUILDING PRODUCT SAFETY ACT 2017*)

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

7	LAND RESERVED FOR ACQUISITION

The following environmental planning instruments and proposed environmental planning instruments make provisions for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act:

Nil

8	ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE *ROADS ACT 1993*

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road widening or road re-alignment under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road widening or road re-alignment under the above.

9	FLOOD RELATED DEVELOPMENT CONTROLS

(1) The land or part of the land **is** within the flood planning area and **is** subject to flood related development controls.

(2) The land or part of the land **is** between the flood planning area and the probable maximum flood and **is** subject to flood related development controls.

(3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10	COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land **is** affected by a policy adopted by the council or other public authority that restricts the development of the land because of the likelihood of risk restrictions. This land **is**

affected because:

The subject property has been identified as being Class 2 - (Works below the ground surface; Works by which the watertable is likely to be lowered) on the Acid Sulfate Soil Planning Maps held by Council.

Chapter 3.7 Geotechnical Requirements of Central Coast Development Control Plan 2022 applies to the land and the land may be subject to slip. When considering a development application, each circumstance will be considered, and development may be restricted.

In this section—

adopted policy means a policy adopted—

(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bushfire prone land (as defined in the Act).

12 LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13 MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

(1) The name of any development plan adopted by a relevant authority that:
(a) applies to this land or
(b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

Words and expressions used in this clause have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.

15	PROPERTY VEGETATION PLANS

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003.

16	BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Director-General of the Department of Planning and Environment that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016.

Note: Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995,* Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016,* Part 5.

17	BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act, 2016.*

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995,* Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016,* Part 8.

18	ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

Council **has not** been notified of an Order issued under the Trees (Disputes between Neighbours) Act 2006.

NOTE: This advice is based on information provided by the Land and Environment Court

19	ANNUAL CHARGES UNDER *LOCAL GOVERNMENT ACT 1993* FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note—
Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20	WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21	DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council **is not** aware of there being a current Site Compatibility Certificate (seniors housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

22	SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council **is not** aware of there being a valid Site Compatibility Certificate (affordable rental housing) issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

ADVICE PROVIDED PURSUANT TO S.10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

NOTE: SECTION 10.7(6) OF THE ACT STATES THAT A COUNCIL SHALL NOT INCUR ANY LIABILITY IN RESPECT OF ANY ADVICE PROVIDED IN GOOD FAITH PURSUANT TO SUBSECTION (5).

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 1300 463 954.



Tim Ennis
Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R2 Low Density Residential
Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage best practice in the design of low density residential development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.
- To maintain and enhance the residential amenity and character of the surrounding area.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Bed and breakfast accommodation; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Jetties; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3

ABN 73 149 644 003
Your Ref: 1000 122 769:216364

1 August 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

69 Victory Parade, TASCOTT NSW 2250
Lot 15 DP 9417

In reply to your request for an internal sewerage connection plan for the above lot, please find enclosed your copy of this plan.

Should you require any further information regarding this matter, please contact Central Coast Council's Customer Services Section on 1300 463 954.

Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

Attachment:

THIS PLAN IS DIAGRAMMATIC ONLY
DISTANCES SCALED FROM THIS PLAN MAY NOT BE ACCURATE

GOSFORD CITY COUNCIL

SEWERAGE CONNECTION PLAN

PERMIT NO: ..... PLAN NO: 881690

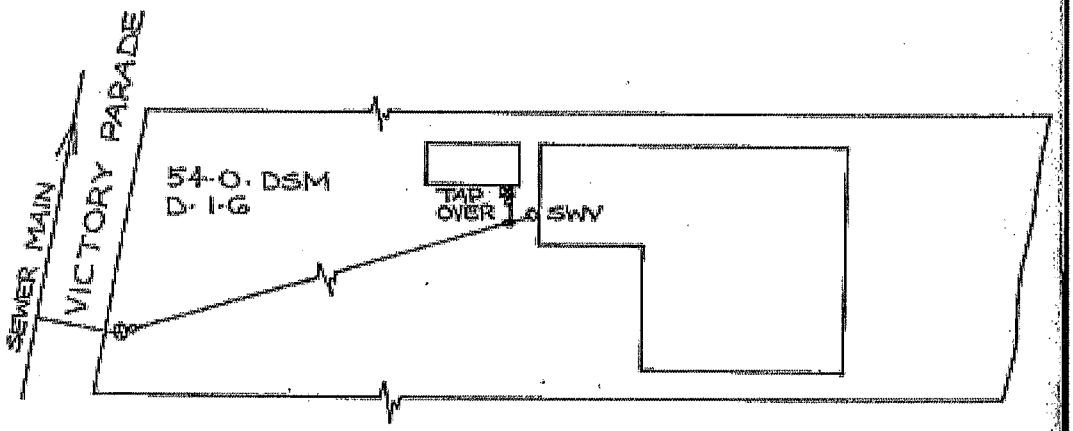
LICENSEE: E. DUNNE LICENCE NO: .....
(Please print)

I certify that this plan is a correct record of the house drainage at the below mentioned location as at this date.

LICENSEE'S SIGNATURE: ..... DATE: 10.4.88

SYMBOLS AND ABBREVIATIONS

Bd	Boundary trap	⋈FV	Relief valve	T	Tubs	H	Basin	sWS	Waste stack
⊕	Inspection shaft	—o—	Inspection opening	K	Kitchen sink	S	Shower	sBV	Soil vent pipe
■	Pit	sVent	Vertical pipe	W	Water closet	F	Floor waste		
⊠	Gully	oV	Vent pipe	B	Bath waste	M	Washing machine		



SCALE 1:250

DRAWN: K.MASTERS

Owner: H.DENNIS & W.OWENS

Lot No: 15 Sec: ..... DP: 9417

Street No: 69 Street: VICTORY PARADE

Locality: TASCOTT

Assessment No: 36307.8

OFFICE USE ONLY

Date paid: ...../...../..... Fee: .....

Plumber: E. DUNNE

Drainer: .....

Connection date: 28/4/88

Plumbing and Drainage Inspector: D. CLARK

ABN 73 149 644 003
1 August 2022

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

Property: Lot 15 DP 9417
69 Victory Parade, TASCOTT NSW 2250
Your Reference: 1000 122 769:216366

Reference is made to your request for a Sewer Mains Diagram.

In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

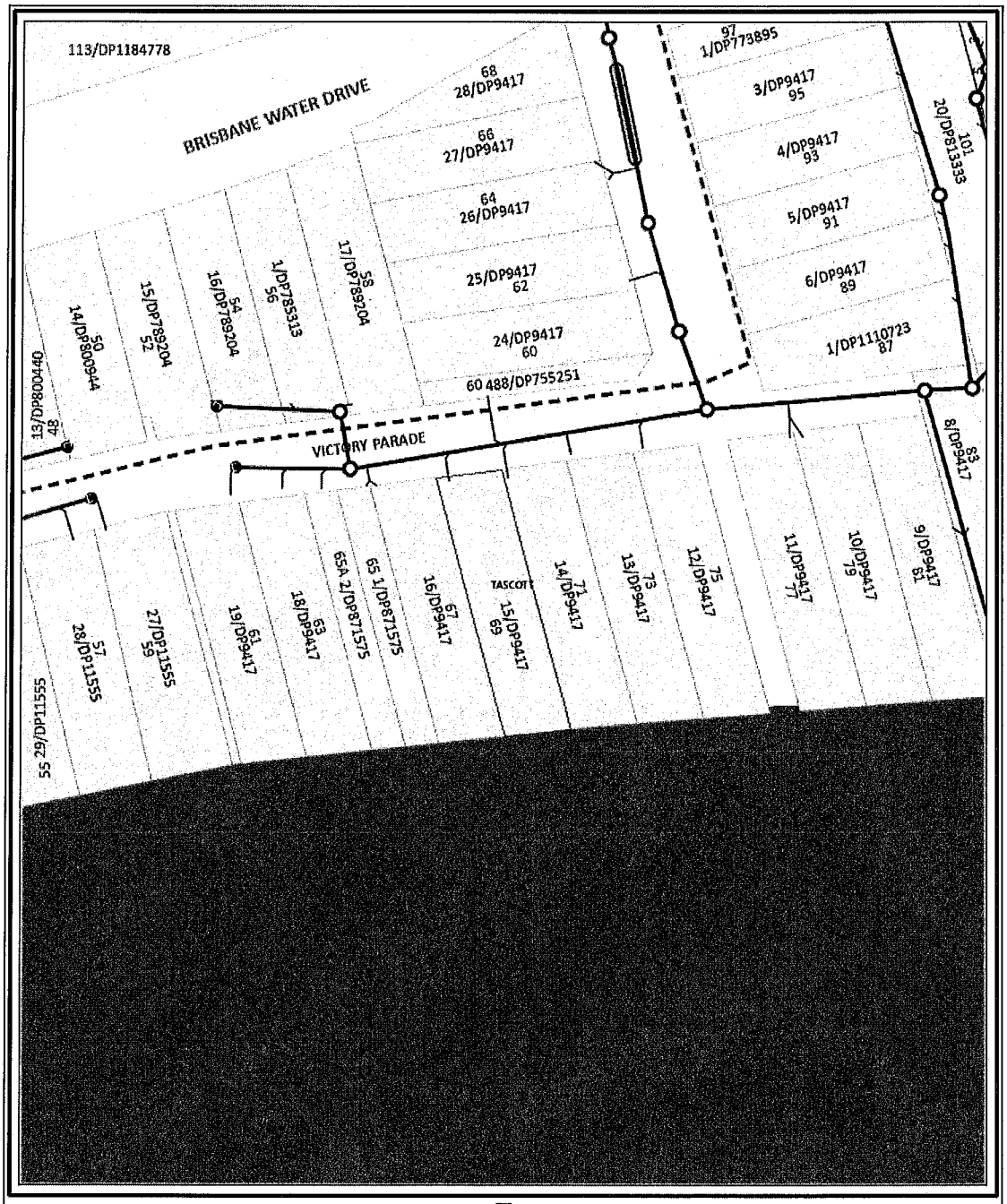
If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 1300 463 954.

Yours faithfully

M Walsh

M Walsh
Signed on Behalf of Central Coast Council

Attach



Warning Note for Underground Plant Locations

This plan may not have been adjusted to take into account changes to boundaries, levels, fences or structures subsequent to the installation of the services. This plan is not to scale and all measurements are approximate only. The services indicated are expected to be in proximity to the location and depth shown on the plan. Where it is intended to rely on the accurate location of the services, the exact position and depth of the services should be ascertained on site by careful hand excavation. Council can provide an on-site advisory service on request to assist on this process. Persons undertaking work will be held responsible for any damage caused to Council's services. Any indication of materials should be used as a guide only.

Base Cadastre is part of the Digital Cadastral Database supplied by the Land and Property Information, (LPI), a division of the Department of Finance and Services. Any person whose legal rights may be affected, or intends to act on any cadastral information shown on this plan should verify such information by consulting the Department of Finance and Services before so acting.

Central Coast Council

Sewer Mains Diagram

Not to Scale

Issue Date: 01/08/2022

Legend

- Access Chamber
- Dead End
- Lamphole
- Sewer Manhole
- Vacuum Pot
- Valve
- Private Pump Station
- Pump Station
- Treatment Plant
- Reticulation Main
- Trunk Main
- Reticulation Main (Asbestos)
- Effluent Main
- Private Rising Main
- Rising Main
- Vacuum Main
- Rising Main (Asbestos)
- Sewer Encasement
- Abandoned Main
- Main Not in Use
- Applicants land

NSW GOVERNMENT | Revenue

Enquiry ID	3766427
Agent ID	81429403
Issue Date	01 Aug 2022
Correspondence ID	1750440594
Your reference	1000 122 769

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D9417/15	69 VICTORY PDE TASCOTT 2250	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?
A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?
A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?
Under section 47 of the *Land Tax Management Act 1956,* land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?
A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:
- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?
A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds
The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details


Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au


1300 139 816*


Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.

KordaMentha rates

National

Applicable from 5 July 2021

FY 2022

Classification	$ per hour*
Principal Appointee/Partner/Executive Director	725
Director	675
Associate Director 1	625
Associate Director 2	575
Manager	525
Senior Executive Analyst	475
Executive Analyst	425
Senior Business Analyst	375
Business Analyst	325
Administration	150

**Exclusive of GST*

Liability limited by a scheme approved under Professional Standards Legislation

KordaMentha disbursement policy

Disbursements incurred from third party suppliers are charged at the cost invoiced except for ASIC charges when only an estimated amount is known or the future storage and destruction of books and records, which is charged at the actual rate at the time of the resolution. KordaMentha does not add any margin to disbursements incurred through third parties. There are no charges for internal KordaMentha disbursements, such as internal photocopy use, telephone calls or facsimiles, except for bulk printing and postage that is performed internally, which are calculated on a variable cost recovery basis.

In relation to any employee allowances, being kilometre allowance and reasonable travel allowance, the rate of the allowance set by KordaMentha is at or below the rate set by the Australian Taxation Office.

If a KordaMentha data room is utilised, the fee will comprise an initial setup fee and then a fee based on the duration and size of the data room. Certain services provided by Forensic Technology may require the processing of electronically stored information into specialist review platforms. Where these specific Forensic Technology resources are utilised, the fee will be based on units (e.g. number of laptops), size (e.g. per gigabyte) and/or period of time (e.g. period of hosting).

GST is applied to disbursements as required by law.

KordaMentha disbursement internal rates and allowances applicable from 27 July 2021

Description	Charge*	
Envelopes and postage (varies due to size and destination)	$1.15 to $2.73 per envelope – Australia $2.85 to $4.17 per DL envelope – overseas	
Printing (internal print runs)	$0.06 per page	
Travel Reimbursement	$0.60 per kilometre	
Meal per diem, etc.	Up to $92.70 per day per staff member (unless other arrangements made)	
Storage and destruction of books and records of the entity and the external administration	Storage - $3.95 per box per annum Cost of box establishment - $6.68 per box Destruction - $5.65 per box	
RelativityOne fee	To be determined by size and complexity	
Dataroom fee (varies based on MB size)	0–250 MB	$500 per month
	251–1000 MB	$500 + $0.90/MB per month
	1001–2000 MB	$1,175 + $0.40/MB per month
	2001–4000 MB	$1,499 + $0.30/MB per month
	4001+ MB	$2,099 + $0.25/MB per month

**Exclusive of GST, reviewed annually on 1 July. Postage is based on standard weight – amounts above that will be at cost. Dataroom rates applicable at the time of establishment are fixed for the duration of the dataroom. If lower rates are negotiated, then they will apply to datarooms established from that point in time.*

KordaMentha classifications

Classification	Guide to level of experience
Principal Appointee/Partner/ Executive Director	Registered/Official Liquidator/Trustee, his or her Partners. Specialist skills brought to the administration. Generally in excess of 10 years' experience.
Director	More than eight years' experience and more than three years as a Manager. Answerable to the appointee, but otherwise responsible for all aspects of an administration. Controls staffing and their training.
Associate Director 1	Six to eight years' experience with well developed technical and commercial skills. Will have conduct of minor administrations and experience in control of a small to medium team of staff. Assists with the planning and control of medium to large administrations.
Associate Director 2	Five to seven years' experience with well developed technical and commercial skills. Will have conduct of minor administrations and experience in control of a small to medium team of staff. Assists with the planning and control of medium to large administrations.
Manager	Four to six years' experience. Will have had conduct of minor administrations and experience in control of one to three staff. Assists with the planning control of medium to large administrations.
Senior Executive Analyst	Three to four years' experience. Assists planning and control of small to medium administrations as well as performing some of the more difficult tasks on larger administrations.
Executive Analyst	Two to three years' experience. Required to control the tasks on small administrations and is responsible for assisting tasks on medium to large administrations.
Senior Business Analyst	Graduate with one to two years' experience. Required to assist in day-to-day tasks under supervision of more senior staff.
Business Analyst	Undergraduate or graduate with up to one year experience. Required to assist in day-to-day tasks under supervision of more senior staff.
Administration	Appropriate skills, including books and records management and accounts processing particular to the administration.

KordaMentha rates

National

Applicable from 4 July 2022

FY 2023

Classification	$ per hour*
Principal Appointee/Partner/Executive Director	795
Director	745
Associate Director 1	695
Associate Director 2	645
Manager	595
Senior Executive Analyst	545
Executive Analyst	495
Senior Business Analyst	425
Business Analyst	375
Administration	200

**Exclusive of GST*

Liability limited by a scheme approved under Professional Standards Legislation

KordaMentha disbursement policy

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GST is applied to disbursements as required by law.

KordaMentha disbursement internal rates and allowances applicable from 4 July 2022

Description	Charge*	
Envelopes	$0.10 to $0.62 per envelope (varies due to size)	
Printing (internal print runs)	$0.06 per page	
Travel Reimbursement	$0.60 per kilometre	
Meal per diem, etc.	Up to $92.70 per day per staff member (unless other arrangements made)	
Storage and destruction of books and records of the entity and the external administration	Storage - $3.24 per box per annum Cost of box establishment - $6.68 per box Destruction - $5.65 per box	
RelativityOne fee	To be determined by size and complexity	
Dataroom fee (varies based on MB size)	0–250 MB	$500 per month
	251–1000 MB	$500 + $0.90/MB per month
	1001–2000 MB	$1,175 + $0.40/MB per month
	2001–4000 MB	$1,499 + $0.30/MB per month
	4001+ MB	$2,099 + $0.25/MB per month

**Exclusive of GST, reviewed annually on 1 July. Postage is based on standard weight – amounts above that will be at cost. Dataroom rates applicable at the time of establishment are fixed for the duration of the dataroom. If lower rates are negotiated, then they will apply to datarooms established from that point in time.*

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Director	More than eight years' experience and more than three years as a Manager. Answerable to the appointee, but otherwise responsible for all aspects of an administration. Controls staffing and their training.
Associate Director 1	Six to eight years' experience with well developed technical and commercial skills. Will have conduct of minor administrations and experience in control of a small to medium team of staff. Assists with the planning and control of medium to large administrations.
Associate Director 2	Five to seven years' experience with well developed technical and commercial skills. Will have conduct of minor administrations and experience in control of a small to medium team of staff. Assists with the planning and control of medium to large administrations.
Manager	Four to six years' experience. Will have had conduct of minor administrations and experience in control of one to three staff. Assists with the planning control of medium to large administrations.
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Business Analyst	Undergraduate or graduate with up to one year experience. Required to assist in day-to-day tasks under supervision of more senior staff.
Administration	Appropriate skills, including books and records management and accounts processing particular to the administration.

APM Security Plan Sickness & Accident Fund

Second Course of Action and Third Course of Action

Summary of key work performed

Administration/risk mitigation

- Renewing appropriate insurance policies for the Point Clare properties. Notifying insurers of events as required.
- Regular team meetings to discuss status of New Trustee appointment and work flow.
- Filing of documents and attendance to other administrative tasks, including document formatting and finalisation.
- Maintaining the webpage containing information for Interested Persons.
- Preparation and review of New Trustee's remuneration and billings.
- Attending to ongoing management of the document management platform for Books and Records, Relativity.

Litigation/legal

- Liaising with Ashurst in respect of the preparation of the First Remuneration Application.
- Preparing the Fifth Conneely Affidavit and Langdon Affidavit.
- Considering the issues likely to arise in respect of the First Remuneration Application.
- Considering, reviewing and collating relevant information and documentation for the exhibits to the Fifth Conneely Affidavit and Langdon Affidavit.
- Liaising with Ashurst in respect of drafting requirements for the First Remuneration Notice.
- Considering the issues which are likely to develop in the winding up of the Fund.
- Discussing next steps in the winding up of the Fund and commencing investigations as required.
- Preparing the Sixth Conneely Affidavit.
- Considering, reviewing and collating relevant information and documentation for the exhibits to the Sixth Conneely Affidavit.
- Liaising with Ashurst in respect of the preparation of the Contracts for the sale of the Point Clare Properties, including considering various tax issues.
- Liaising with Ashurst in respect of transfer of the Domestic Waterfront Licence for 67 Victory Parade
- Liaising with Ashurst in respect of financial statements prepared for the Fund.
- Liaising with Ashurst in respect of commencing the preparation of the Approval Application.

Assets

- Liaising with Ashurst and Crown Land in respect of the jetty, including possibility of transfers/split.
- Site inspection of the Point Clare properties.
- Meet with agents to inspect the Point Clare properties and request submissions.
- Review agent submissions and prepare strategy. Analyse and prepare recommendation of the same.
- Discussions and meetings to plan for sale of assets, including strategy and timing.
- Appoint McGrath Gosford as agents for sale of property.
- Liaise with agents in respect of pre-sale property tasks and maintenance, including cleaning and styling.
- Review market analysis and updates, including discussing impacts on pricing with agents.
- Engaging Preston Rowe Paterson to prepare a valuation of the Point Clare Properties.
- Discuss sales campaign strategy, including liaising with agents in respect of marketing material.
- Liaise with agents across four-week sales campaign.
- Preparing various other documents relating to property sale.
- Discussions in respect of Property reserve prices and vendor bids.
- Update discussions and meetings with the Agents throughout Point Clare Properties sales campaign.
- Preparing update reports in respect of progress of sales campaign.
- Prepare and settle property contracts of sale with Ashurst.
- Review contract amendments received, including discussing with Ashurst and the agents.
- Attendance at auctions of Point Clare properties.
- Attending to post-sale tasks relating to Point Clare properties.
- Finalising the transfer of the Shares from PP New to the New Trustee and liaising with Computershare and Link in respect of the transfer.
- Correspondence with Computershare and Link in respect of outstanding dividends.
- Engage Macquarie to undertake share sell down of Amcor and Orora shares.
- Liaise with Macquarie in respect of onboarding and information requirements.
- Instructing Macquarie to commence share sell down. Completing documentation on the same as required.
- Arranging release of funds from share sell down to Trustee bank account.
- Continue to manage cash at bank, including managing split between bank accounts and institutions.

Interested Persons

- Issuing the First Remuneration notice via publishing on the New Custodian Trustee website and sending a copy to the known addresses and email addresses of the Interested Persons.
- Maintaining a dedicated email for any queries from Interested Persons and responding to the queries.
- Answering phone queries from Interested Persons and providing updates in respect of the appointment of the New Trustee.
- Reviewing and considering additional information provided by Interested Persons.
- Continuing categorisation of various types of Interested Persons identified in New Custodian Trustee's investigations and maintaining a list of Interested Persons.
- Correspondence with the Interested Persons in respect of the sale of the Fund's property and various other updates.
- Preparing and maintaining a register of Interested Persons and relevant information provided.

Statutory compliance

- Reviewing further books and records of the Fund for the purposes of identifying potential members and assets of the Fund.
- Liaising with Office of State Revenue in respect of land tax.
- Various correspondence with the Australian Taxation Office (ATO), including request for updates to accounts and details of outstanding obligations.
- Liaising with ATO in respect of Foreign Gains Clearance Certificate for sale of Point Clare properties.
- Review of books and records in document management platform, Relativity.
- Reviewing the Books and Records to identify all known copies of Rules and meeting minutes to information required for future Court applications.
- Various investigations, including into the background of the Fund, ownership of Point Clare properties and jetty licenses.

Trading

- General accounting tasks, including, processing receipts, attending to bank account reconciliations, and processing receipts and payments onto New Custodian Trustee's accounting system, Insol.
- Preparation and review of various cash flow statements to ensure adequate management of Fund's assets.
- Liaise with various service providers to the Point Clare properties to ensure ongoing maintenance as required.

APM Security Plan Sickness & Accident Fund

Second Course of Action and Third Course of Action

Remuneration report

			ADMINISTRATION & RISK MITIGATION		LITIGATION/LEGAL		STATUTORY COMPLIANCE		ASSETS		TRADING		INTERESTED PERSONS		TOTAL	
Name	Title	Standard rate	Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	Hours	$	Hours	$
Kate Conneely	Partner	795.00	0.3	238.50	2.7	2,146.50	-	-	12.4	9,858.00	0.1	79.50	-	-	15.5	12,322.50
Kate Conneely	Partner	725.00	-	-	2.7	1,957.50	0.6	435.00	3.0	2,175.00	-	-	-	-	6.3	4,567.50
Michael Butler	Partner	795.00	-	-	-	-	-	-	2.8	2,226.00	-	-	-	-	2.8	2,226.00
Kate Gavathas	Director	745.00	-	-	-	-	-	-	51.7	38,516.50	-	-	-	-	51.7	38,516.50
Kate Gavathas	Director	675.00	-	-	-	-	-	-	19.7	13,297.50	-	-	-	-	19.7	13,297.50
Sophia Spiliotopoulos	Director	745.00	3.4	2,533.00	-	-	-	-	5.6	4,172.00	3.0	2,235.00	-	-	12.0	8,940.00
Sophia Spiliotopoulos	Director	675.00	2.4	1,620.00	2.0	1,350.00	1.2	810.00	-	-	-	-	0.9	607.50	6.5	4,387.50
Roman Barbera	Director	745.00	-	-	0.4	298.00	-	-	-	-	-	-	-	-	0.4	298.00
Megumi Gavin	Associate Director	645.00	-	-	-	-	-	-	2.6	1,677.00	-	-	-	-	2.6	1,677.00
Elyse Diamond	Executive Analyst	495.00	2.9	1,435.50	14.9	7,375.50	9.2	4,554.00	35.3	17,473.50	13.5	6,682.50	5.5	2,722.50	81.3	40,243.50
Elyse Diamond	Senior Business Analyst	375.00	1.4	525.00	13.7	5,137.50	9.8	3,675.00	16.3	6,112.50	3.4	1,275.00	9.3	3,487.50	53.9	20,212.50
Matthew Stokeld	Senior Business Analyst	375.00	0.3	112.50	-	-	-	-	-	-	-	-	-	-	0.3	112.50
Damien Rosario	Senior Business Analyst	375.00	0.1	37.50	-	-	-	-	-	-	-	-	-	-	0.1	37.50
Khang Nguyen	Business Analyst	375.00	-	-	-	-	0.5	187.50	-	-	-	-	-	-	0.5	187.50
Khang Nguyen	Business Analyst	325.00	-	-	-	-	1.6	520.00	-	-	-	-	-	-	1.6	520.00
Indra Permana	Business Analyst	375.00	-	-	-	-	0.2	75.00	-	-	-	-	-	-	0.2	75.00
Indra Permana	Business Analyst	325.00	-	-	-	-	0.9	292.50	-	-	-	-	-	-	0.9	292.50
Jesslyn Dharmasaputra	Business Analyst	375.00	-	-	-	-	0.4	150.00	-	-	-	-	-	-	0.4	150.00
Jesslyn Dharmasaputra	Business Analyst	325.00	-	-	-	-	1.5	487.50	-	-	-	-	-	-	1.5	487.50
Sen Batewela	Business Analyst	375.00	-	-	-	-	1.3	487.50	-	-	-	-	-	-	1.3	487.50
Clarisse Lemos	Business Analyst	375.00	-	-	-	-	1.2	450.00	-	-	-	-	-	-	1.2	450.00
William Dyson	Business Analyst	375.00	-	-	-	-	-	-	2.5	937.50	-	-	-	-	2.5	937.50
Zendie De Guzman	Administration	200.00	-	-	-	-	1.1	220.00	-	-	-	-	-	-	1.1	220.00
Naomi Abela	Administration	200.00	0.1	20.00	-	-	-	-	-	-	-	-	-	-	0.1	20.00
Naomi Abela	Administration	150.00	0.1	15.00	-	-	-	-	-	-	-	-	-	-	0.1	15.00
Marsha Garrison	Administration	200.00	0.2	40.00	-	-	-	-	-	-	-	-	-	-	0.2	40.00
Diana D'Amato	Administration	200.00	1.0	200.00	-	-	-	-	-	-	-	-	-	-	1.0	200.00
Diana D'Amato	Administration	150.00	0.5	75.00	-	-	-	-	-	-	-	-	-	-	0.5	75.00
Adam Pacey-cas	Undergraduate	200.00	-	-	-	-	-	-	0.5	100.00	-	-	-	-	0.5	100.00
Total remuneration			**12.70**	**6,852.00**	**36.40**	**18,265.00**	**29.50**	**12,344.00**	**152.40**	**96,545.50**	**20.00**	**10,272.00**	**15.70**	**6,817.50**	**266.70**	**151,096.00**

APM Security Plan Sickness & Accident Fund

Second Course of Action and Third Course of Action

Disbursement report

Disbursements

	$
Externally provided professional services	
Legal Fees	228,269.15
Insurance	2,632.07
Valuation fees	900.00
Total Externally provided professional services	**231,801.22**
Externally provided non-professional disbursements	
Employee expense reimbursement	81.82
Other Travel - Hire car, petrol, train or ferry	18.91
Postage	257.64
Searches	25.20
Storage of B&R	12.60
Total Externally provided non-professional disbursements	**396.17**
Internal disbursements	
Relativity One Hosting Fees	1,606.50
Relativity One User Fees	4,350.00
Total Internal disbursements	**5,956.50**
Total disbursements	**238,153.89**

APM Security Plan Sickness & Accident Fund

Second Course of Action and Third Course of Action

Time entries by category

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Administration and risk management						
Diana D'Amato	12/05/2022	$150	0.2	$30.00	Word Processing	Format and finalise letter for E Diamond.
Diana D'Amato	2/06/2022	$150	0.3	$45.00	Word Processing	Finalising documents for E Diamond.
Elyse Diamond	6/06/2022	$375	0.6	$225.00	Reports/Updates/Meetings	Drafting update note to K Conneely and S Spiliotopoulos on various issues relating to the Fund.
Sophia Spiliotopoulos	6/06/2022	$675	0.5	$337.50	Engagement Planning	Engagement planning meeting with E Diamond and K Conneely, particularly to discuss ongoing matters, and K Conneely leave.
Elyse Diamond	7/06/2022	$375	0.2	$75.00	Insurance	Discussing insurance requirements S Spiliotopoulos. Email on the same to Gallagher.
Sophia Spiliotopoulos	7/06/2022	$675	0.1	$67.50	Insurance	Email to E Diamond regarding response to AJ Gallagher on insurance renewal.
Elyse Diamond	8/06/2022	$375	0.3	$112.50	Reports/Updates/Meetings	Final planning phone call on required APM Fund tasks with K Conneely pre annual leave.
Sophia Spiliotopoulos	8/06/2022	$675	0.3	$202.50	Engagement Planning	Update email to K Conneely prior to her going on leave.
Elyse Diamond	15/06/2022	$375	0.2	$75.00	Insurance	Review of update email from insurance. Considering and discussing property requirements.
Sophia Spiliotopoulos	21/06/2022	$675	0.5	$337.50	Engagement Planning	Internal update call with E Diamond and K Gavathas.
Elyse Diamond	22/06/2022	$375	0.1	$37.50	Insurance	Review of insurance and payment requirements, email on the same to S Spiliotopoulos.
Sophia Spiliotopoulos	23/06/2022	$675	1.0	$675.00	Engagement Planning	Internal update call with E Diamond and K Gavathas.
Matthew Stokeld	28/06/2022	$375	0.3	$112.50	Forensics & Investigations	Processing of five documents into the RelativityOne workspace in accordance with instructions from R Barbera.
Naomi Abela	29/06/2022	$150	0.1	$15.00	Word Processing	Finalise letter for E Diamond.
Damien Rosario	29/07/2022	$375	0.1	$37.50	Website Development	Upload two creditor documents and publish to the live website.
Sophia Spiliotopoulos	11/07/2022	$745	0.6	$447.00	Other Administration	Review of emails following period of leave.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	Engagement Planning	Drafting update email on all matters for K Conneely. Discussing same with K Gavathas.
Elyse Diamond	15/07/2022	$495	0.2	$99.00	Engagement Planning	Finalising and issuing update email. Discussing same K Conneely.
Diana D'Amato	20/07/2022	$200	0.4	$80.00	Word Processing	Formatting document for K Gavathas.
Sophia Spiliotopoulos	21/07/2022	$745	0.5	$372.50	Engagement Planning	Discuss engagement with E Diamond. Email regarding Rothsay invoice, and also PAYG received. Discuss correspondence address.
Elyse Diamond	27/07/2022	$495	0.6	$297.00	Billings	Review of WIP, considering split between liquidator and trustee duties. Writing memo on the same.
Kate Conneely	28/07/2022	$795	0.1	$79.50	Billings	Approve billings.
Elyse Diamond	28/07/2022	$495	0.3	$148.50	Billings	Finalising review of WIP considering duty split. Email to S Spiliotopoulos on the same.
Sophia Spiliotopoulos	28/07/2022	$745	0.2	$149.00	Billings	Review line by line transfers and discuss with E Diamond.
Kate Conneely	29/07/2022	$795	0.1	$79.50	Billings	Approve invoices for creation and payment.
Elyse Diamond	29/07/2022	$495	0.4	$198.00	Billings	Preparing and finalising billing of Trustee time.
Sophia Spiliotopoulos	1/08/2022	$745	0.2	$149.00	Reports/Updates/Meetings With Stakeholders	Email to T Shepard regarding ASIC lodgements.
Elyse Diamond	15/08/2022	$495	0.2	$99.00	Insurance	Discussing insurance S Spiliotopoulos. Email N Collins on the same.
Sophia Spiliotopoulos	15/08/2022	$745	0.5	$372.50	Engagement Planning	Telephone discussions with each of K Conneely and K Gavathas regarding accounts and property. Emails to E Diamond regarding insurance and next steps.
Kate Conneely	15/08/2022	$795	0.1	$79.50	Insurance	Discussion with S Spiliotopoulos regarding updating of insured party for Point Clare properties.
Elyse Diamond	17/08/2022	$495	0.3	$148.50	Insurance	Review updated insurance requirements. Email on the same. Filing.
Diana D'Amato	23/08/2022	$200	0.4	$80.00	Word Processing	Inserting signatures and initials in pdfs for K Gavathas.
Diana D'Amato	24/08/2022	$200	0.2	$40.00	Word Processing	Inserting signatures in pdfs for E Diamond.
Marsha Garrison	1/09/2022	$200	0.2	$40.00	Word Processing	Finalising transfers to Macquarie letter - E Diamond.
Elyse Diamond	2/09/2022	$495	0.3	$148.50	Reports/Updates/Meetings With Stakeholders	Update email to S Langdon and K Conneely in respect of asset realisations.
Sophia Spiliotopoulos	19/09/2022	$745	0.2	$149.00	Engagement Planning	Review emails following return from leave. Obtain update.
Sophia Spiliotopoulos	20/09/2022	$745	0.2	$149.00	Engagement Planning	Continue reviewing and filing emails.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Sophia Spiliotopoulos	27/09/2022	$745	1.0	$745.00	Reports/Updates/Meetings With Stakeholders	Review Ashurst step plan and E Diamond review. Mark up queries ahead of call with Ashurst. Email to appointee.
Naomi Abela	12/10/2022	$200	0.1	$20.00	Word Processing	Finalise form for E Diamond.
			12.7	**$6,852.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Litigation/legal						
Kate Conneely	6/05/2022	$725	0.4	$290.00	Litigation/Legal - General	Court hearing. Call with B Walrut regarding outcome of today's hearing. Discuss next steps.
Kate Conneely	9/05/2022	$725	0.5	$362.50	Litigation/Legal - General	Discussion with A Kam and S Brandon regarding court hearing on Friday. Discuss next steps and the liquidation process. Calls and emails with E Diamond. Review court orders and email summary.
Elyse Diamond	29/07/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of Ashurst drafted remuneration application, commencing review of New Trustee WIP.
Elyse Diamond	23/05/2022	$375	0.6	$225.00	Litigation/Legal - General	Preliminary review and markup of remuneration affidavit for Trustee time.
Sophia Spiliotopoulos	29/07/2022	$675	0.5	$337.50	Litigation/Legal - General	Email to S Brandon of Ashurst. Discussion with E Diamond regarding remuneration application.
Elyse Diamond	25/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Review of timesheet lines for purposes of including in remuneration application.
Elyse Diamond	25/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Further time reviewing timesheet lines for purposes of remuneration application.
Elyse Diamond	25/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of timesheet lines for purposes of inclusion in remuneration application.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Litigation/Legal - General	High level review of updated affidavit for remuneration application.
Elyse Diamond	26/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Pulling WIP into remuneration reporting template. Key tables and summaries per Ashurst request for inclusion in remuneration application.
Elyse Diamond	26/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Finalising remuneration report tables and drafting key tasks completed for inclusion in remuneration application.
Sophia Spiliotopoulos	29/07/2022	$675	0.5	$337.50	Litigation/Legal - General	Begin reviewing remuneration application affidavit and remuneration tables prepared by E Diamond.
Elyse Diamond	27/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Reviewing remuneration affidavit, marking up with key comments, filling in tables as required.
Elyse Diamond	27/05/2022	$375	0.6	$225.00	Litigation/Legal - General	Finalising remuneration application review and drafting of support. Email on the same to K Conneely and S Spiliotopoulos.
Elyse Diamond	30/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Further mark up of remuneration affidavit following discussion with S Spiliotopoulos.
Elyse Diamond	30/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Collating and finalising schedule of remuneration for inclusion in K Conneely affidavit.
Elyse Diamond	30/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Collating exhibit for affidavit, finalising task listings for affidavit.
Elyse Diamond	30/05/2022	$375	0.2	$75.00	Litigation/Legal - General	Email to Ashurst providing marked up affidavit, schedules and documents for exhibit.
Sophia Spiliotopoulos	30/05/2022	$675	1.0	$675.00	Litigation/Legal - General	Review remuneration schedules, affidavit and workings by E Diamond. Email to team.
Kate Conneely	29/07/2022	$725	0.4	$290.00	Litigation/Legal - General	Meet with E Diamond to discuss remuneration application and supporting schedule analysis. Review emails from Ashurst. E Diamond and S Spiliotopoulos regarding same.
Elyse Diamond	31/05/2022	$375	0.4	$150.00	Litigation/Legal - General	Review of email queries from Ashurst on disbursements, reconciliation of the same and emailing to A Kam.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Litigation/Legal - General	Discussion with B Walrut at Ashurst regarding remuneration application.
Elyse Diamond	2/06/2022	$375	0.8	$300.00	Litigation/Legal - General	Fulsome review of K Conneely remuneration affidavit. QA of figures to WIP.
Elyse Diamond	2/06/2022	$375	0.6	$225.00	Litigation/Legal - General	Full review and mark up of WIP affidavit and notice of motion. Email back on the same to Ashurst.
Elyse Diamond	2/06/2022	$375	0.6	$225.00	Litigation/Legal - General	Revising disbursement schedule per Ashurst comments. Finalising and providing the same.
Kate Conneely	29/07/2022	$725	0.5	$362.50	Litigation/Legal - General	Emails with Ashurst regarding affidavit and notice of motion.
Elyse Diamond	3/06/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of execution version affidavit. Providing answers to outstanding Ashurst queries.
Elyse Diamond	3/06/2022	$375	0.4	$150.00	Litigation/Legal - General	Phone calls and emails with Ashurst on final remuneration affidavit queries.
Elyse Diamond	3/06/2022	$375	0.3	$112.50	Litigation/Legal - General	Collating and providing final documents for inclusion in exhibit.
Kate Conneely	29/07/2022	$725	0.5	$362.50	Litigation/Legal - General	Final review of affidavit and notice of motion. Swear affidavit.
Elyse Diamond	7/06/2022	$375	0.3	$112.50	Litigation/Legal - General	Call with S Brandon following up trustee/liquidator separation. Discussing various other queries, emails on the same. Update to S Spiliotopoulos.
Elyse Diamond	8/06/2022	$375	0.5	$187.50	Litigation/Legal - General	Review of memo from Ashurst on separation of duties. Discussing the same with K Conneely.
Elyse Diamond	23/06/2022	$375	0.2	$75.00	Litigation/Legal - General	Email to Ashurst requesting guidance on Interested Persons notice. Discussing with S Spiliotopoulos.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	5/07/2022	$495	0.8	$396.00	Litigation/Legal - General	Review of S Langdon supplementary affidavit. Mark up of the same. Discussing internally. Email to Ashurst.
Elyse Diamond	5/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Gathering documents required for affidavit per Ashurst request. Email on the same.
Elyse Diamond	5/07/2022	$495	0.7	$346.50	Litigation/Legal - General	Review of counsel-reviewed S Langdon affidavit. Email on the same.
Elyse Diamond	6/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Review of finalised affidavit. Discussing same S Langdon.
Elyse Diamond	6/07/2022	$495	0.3	$148.50	Litigation/Legal - General	Liaising with Ashurst for time to swear additional affidavit. Final review of exhibits.
Elyse Diamond	7/07/2022	$495	0.3	$148.50	Litigation/Legal - General	Email responding to S Brandon queries on S Langdon affidavit.
Elyse Diamond	7/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Finalising S Langdon affidavit.
Elyse Diamond	7/07/2022	$495	0.8	$396.00	Litigation/Legal - General	Review of draft submissions from Ashurst. Discussing the same with S Langdon. Email to Ashurst on the same.
Elyse Diamond	8/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Review of short minutes of order, email on the same to K Conneely.
Kate Conneely	12/07/2022	$795	0.1	$79.50	Litigation/Legal - General	Call with B Walrut at Ashurst.
Elyse Diamond	12/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Phone call with A Kam in respect of paying invoices from different accounts.
Elyse Diamond	13/07/2022	$495	0.7	$346.50	Litigation/Legal - General	Review of advice received from Ashurst in respect of asset structure. Discussing the same with K Conneely. Email on the same.
Elyse Diamond	13/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Consideration of Ashurst advice. Developing potential schedule for payment while maintaining asset structure. Noting issues with the same.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Phone call A Kam of Ashurst in respect of asset structures. Discussing the same internally. Email on the same.
Kate Conneely	15/07/2022	$795	0.3	$238.50	Litigation/Legal - General	Call with B Walrut at Ashurst regarding disbursements advice. Call with E Diamond to discuss.
Elyse Diamond	15/07/2022	$495	0.2	$99.00	Litigation/Legal - General	Discussing Ashurst advice and next steps with K Conneely. Email on the same.
Elyse Diamond	29/07/2022	$495	0.2	$99.00	Litigation/Legal - General	Phone call A Kam in respect of paying fees / future remuneration applications.
Elyse Diamond	1/08/2022	$495	0.5	$247.50	Litigation/Legal - General	Discussion with Ashurst in respect of property contracts of sale.
Elyse Diamond	3/08/2022	$495	0.6	$297.00	Litigation/Legal - General	Phone call with S Brandon of Ashurst in respect of limitation of liability clause for inclusion in agreements. Discussing the same with K Conneely.
Elyse Diamond	5/08/2022	$495	0.2	$99.00	Litigation/Legal - General	Phone call follow up of Ashurst regarding limitation of liability clause.
Elyse Diamond	8/08/2022	$495	0.3	$148.50	Litigation/Legal - General	Review of Ashurst limitation of liability clause. Discussing the same S Spiliotopoulos.
Elyse Diamond	10/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Further review of limitation of liability. Discussing the same K Conneely. Call S Brandon.
Elyse Diamond	15/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Phone call in respect of limitation of liability with S Brandon.
Elyse Diamond	16/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Follow up phone call with S Brandon in respect of limitation of liability. Email on the same.
Elyse Diamond	17/08/2022	$495	0.1	$49.50	Litigation/Legal - General	Follow up limitation of liability clause.
Elyse Diamond	18/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Review finalised limitation of liability clause. Emails on the same.
Elyse Diamond	7/09/2022	$495	0.2	$99.00	Litigation/Legal - General	Review remuneration application requirements, diarising the same.
Elyse Diamond	13/09/2022	$495	0.1	$49.50	Litigation/Legal - General	Review and reply email from K Conneely in respect of next legal considerations.
Kate Conneely	23/09/2022	$795	0.5	$397.50	Litigation/Legal - General	Emails with B Walrut at Ashurst regarding step plan for series of new trustee applications. Review step plan. Discuss with E Diamond. Emails with S Brandon to arrange meeting.
Elyse Diamond	23/09/2022	$495	0.3	$148.50	Litigation/Legal - General	Review emails from Ashurst and drafted roadmap document.
Elyse Diamond	26/09/2022	$495	0.8	$396.00	Litigation/Legal - General	Review step plan drafted by Ashurst team and considering next steps as relevant. Drafting queries on the same, plan call.
Kate Conneely	27/09/2022	$795	0.2	$159.00	Litigation/Legal - General	Discussion with S Spiliotopoulos regarding Ashurst draft step plan and next steps for discussion for Thursday.
Elyse Diamond	27/09/2022	$495	0.6	$297.00	Litigation/Legal - General	Discussing step plan prepared by Ashurst with S Spiliotopoulos. Notes on the same.
Kate Conneely	29/09/2022	$795	1.0	$795.00	Litigation/Legal - General	Prepare for and attend meeting with Ashurst regarding next investigation phase and three subsequent court applications. Discuss work plan with S Spiliotopoulos and E Diamond.
Elyse Diamond	29/09/2022	$495	1.2	$594.00	Litigation/Legal - General	Step plan discussion with KordaMentha and Ashurst. Discussing next steps and required applications. Drafting action points on the same.
Roman Barbera	4/10/2022	$745	0.4	$298.00	Litigation/Legal - General	Confer with K Conneely and E Diamond in resect of digitisation of hard copy ledger, arrange with Law Image.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Conneely	5/10/2022	$795	0.6	$477.00	Litigation/Legal - General	Call with B Walrut at Ashurst regarding remuneration application, approval of liquidator fees and also amendments to notes to financial statements. Consider draft outline of affidavit. Discussion with R Barbea regarding investigation into member files.
Elyse Diamond	6/10/2022	$495	0.2	$99.00	Litigation/Legal - General	Review correspondence from Ashurst in respect of remuneration application.
Elyse Diamond	7/10/2022	$495	0.4	$198.00	Litigation/Legal - General	Review correspondence from Ashurst in respect of executing financial statements. Phone call A Kam on the same.
Elyse Diamond	12/10/2022	$495	0.4	$198.00	Litigation/Legal - General	Review various correspondence from Ashurst - next steps and applications.
			36.40	**$18,265.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Assets						
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Discussions with CAT team in respect of term deposits and movement to Macquarie bank, update of Bank Australia term deposit details.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Preliminary drafting of correspondence in respect of term deposit break fees and Bank Australia Picnic Fund accounts.
Kate Conneely	11/05/2022	$725	0.3	$217.50	Cash On Hand & Banking	Review emails from E Diamond regarding bank accounts and proposed transfers to Macquarie. Call with E Diamond to confirm steps and confirmation of liquidator accounts. Reply to emails. Update to S Langdon.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Drafting bank account summary email per K Conneely request, update on expected fees.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Update correspondence to K Conneely in respect of proposed St George and Bank Australia transfer approach, discussing the same with CAT team.
Kate Conneely	12/05/2022	$725	0.1	$72.50	Cash On Hand & Banking	Review and approve account closure and transfer letters.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Finalising St George forms in respect of St George term deposit transfers to Macquarie, finalising RTGS forms.
Kate Conneely	13/05/2022	$725	0.1	$72.50	Cash On Hand & Banking	Review and approve account opening.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Finalising St George forms requested by C Lemos, discussing same with K Conneely.
Kate Conneely	16/05/2022	$725	0.3	$217.50	Cash On Hand & Banking	Call with St George to confirm account transfers and closures. Review and approve letters x 2 to Bank Australia.
Kate Conneely	16/05/2022	$725	0.4	$290.00	Freehold Property	Discussion with S Spiliotopoulos regarding court approval to realise property/timing of realisation and engagement of selling agents. Consider email from Ashurst; discuss with E Diamond.
Kate Gavathas	30/06/2022	$675	0.5	$337.50	Freehold Property	Various property discussions.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Discussing APM fund bank accounts with CAT team, finalising further St George forms.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Finalising requests to Bank Australia, lodging via secure mail portal.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Obtaining CIS Key for St George for audit purposes.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Other Assets	Correspondence following up missing dividend payments - emails to Computershare, Link Market Services, Orora investor relations, Amcor investor relations.
Kate Conneely	19/05/2022	$725	0.5	$362.50	Freehold Property	Discussion with S Spiliotopoulos regarding realisation of Point Clare properties as well as sale of shares.
Kate Gavathas	19/05/2022	$675	0.2	$135.00	Freehold Property	Strategy call with S Spiliotopoulos and E Diamond regarding next steps.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Sale Of Assets - Strategy	Sale of asset strategy discussion with K Gavathas and S Spiliotopoulos. Review of previous Orders to confirm any requirements in respect of the same.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Correspondence with Bank Australia following up term deposit break fees. Follow up of Picnic Fund accounts.
Kate Gavathas	25/05/2022	$675	0.8	$540.00	Freehold Property	Performing market review to identify dominant agents. Liaising with A Kam of Ashurst regarding jetty licence. Call with valuer regarding updating valuation and market movement.
Kate Gavathas	25/05/2022	$675	0.3	$202.50	Freehold Property	Preparing update to team in line with strategy discussion. Liaising with valuer.
Kate Conneely	29/07/2022	$725	0.1	$72.50	Other Assets	Review correspondence regarding share transfers - discuss with E Diamond.
Kate Gavathas	26/05/2022	$675	0.4	$270.00	Freehold Property	Call with Ashurst regarding jetty reconfiguration and title information. Liaising with team internally.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Freehold Property	Discussing maintenance of Point Clare Properties, reviewing documents and invoices paid in respect of the same.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Freehold Property	Review of payments made in respect of jetty, following up invoices on the same, email to K Gavathas.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	Other Assets	Email to Computershare - responding to request for further information.
Kate Gavathas	1/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with Ashurst regarding jetty configuration.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Other Assets	Review of confirmation of transfer correspondence from Link Market Services. Email on the same.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	2/06/2022	$675	0.6	$405.00	Freehold Property	Review of correspondence on jetty licence transfer. Review of information received from Ashurst regarding jetty transfer and consideration to best approach. Discussion with Ashurst and providing information including photos. Review of documentation to lodge.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Freehold Property	Review of Crown land correspondence on the jetty. Discussing the same with K Gavathas. Emails on the same.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Follow up Bank Australia in respect of Picnic Fund accounts and term deposit queries.
Kate Gavathas	3/06/2022	$675	0.5	$337.50	Freehold Property	Liaising with K Ferguson from Ashurst regarding jetty licence and options/direction. Liaising with E Diamond regarding updates and Waterfront Tenures.
Kate Gavathas	3/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with agents regarding property sale and submission. Drafting submission request and preparing update to team. Review of current properties on market and consideration to in one line strategy and jetty configuration.
Kate Gavathas	3/06/2022	$675	0.4	$270.00	Freehold Property	Call with agents regarding property submission, jetty configuration and in one line sale. Update to team.
Kate Conneely	29/07/2022	$725	0.4	$290.00	Freehold Property	Consider emails from Ashurst regarding transfer of jetty licence/reapplication for licence. Consider correspondence from K Gavathas and also from DPIE regarding new application for jetty and fees involved.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Cash On Hand & Banking	Consider advices from E Diamond regarding transaction accounts, term deposits and accruing creditors.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Freehold Property	Review of correspondence from Ashurst on jetty. Review of drafted form for Crown land for the same.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Sale Of Assets - Strategy	Memo of updates on all assets for K Conneely and S Spiliotopoulos.
Kate Gavathas	6/06/2022	$675	0.3	$202.50	Freehold Property	Considering jetty access transfer and reconfiguration issues.
Kate Conneely	6/06/2022	$725	0.4	$290.00	Cash On Hand & Banking	Call with E Diamond and S Spiliotopoulos regarding bank accounts, term deposits and creditor positions.
Kate Gavathas	6/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with prospective agents and preparing cover email for submission.
Kate Gavathas	6/06/2022	$675	0.5	$337.50	Freehold Property	Drafting update to K Conneely and team regarding progress on matters to date and issues for consideration. Documenting way forward.
Elyse Diamond	29/07/2022	$375	0.5	$187.50	Sale Of Assets - Strategy	Meeting with K Conneely, S Spiliotopoulos and K Gavathas on planning for sale of Fund's assets.
Kate Conneely	7/06/2022	$725	0.2	$145.00	Freehold Property	Agree approach on insurance as well as agents/jetty impact on valuation.
Kate Gavathas	7/06/2022	$675	0.5	$337.50	Freehold Property	Preparing update to team regarding jetty transfer and advice from Ashurst. Providing advice on next steps and update.
Kate Gavathas	7/06/2022	$675	0.3	$202.50	Freehold Property	Finalising submission request email and issuing to agents. Liaising on queries and inspection.
Kate Gavathas	8/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with Ashurst regarding jetty transfer/new licence and next steps.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Cash On Hand & Banking	Reconciliation of bank accounts for the Fund - Bank Australia to Macquarie. Email on the same. Requests for opening.
Kate Gavathas	10/06/2022	$675	0.3	$202.50	Freehold Property	Organising inspections with agents.
Kate Gavathas	14/06/2022	$675	0.3	$202.50	Freehold Property	Liaising with Ashurst regarding the jetty configuration and transfer for DPIE.
Elyse Diamond	16/06/2022	$375	0.4	$150.00	Other Assets	Correspondence to Computershare on missing dividends, correspondence to Link Market Services on transfer update.
Kate Gavathas	17/06/2022	$675	4.2	$2,835.00	Freehold Property	Inspection of Point Clare properties. Travel to Tascott, meeting with agents regarding sales campaign and strategy. Inspecting jetty and taking additional photos. Review of water leak and contacting plumber. Liaising with agents post.
Kate Gavathas	17/06/2022	$675	0.2	$135.00	Freehold Property	Update with Ashurst regarding jetty transfer.
Elyse Diamond	17/06/2022	$375	1.5	$562.50	Freehold Property	Inspections of the two Point Clare properties with potential agents - Ray White and McGrath.
Elyse Diamond	17/06/2022	$375	2.5	$937.50	Freehold Property	Visiting and inspecting Point Clare properties, inspecting and taking photos of jetty, review of general condition, travel to and from.
Elyse Diamond	20/06/2022	$375	0.3	$112.50	Cash On Hand & Banking	Preparing bank account reconciliation for Macquarie, St George and Bank Australia.
Elyse Diamond	20/06/2022	$375	0.8	$300.00	Freehold Property	Drafting update email of property items to consider pre-sale. Upload and filing of photos taken on site visit.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	20/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with E Diamond regarding property issues and water meter. Discussing timing for sale process and reviewing update.
Kate Gavathas	20/06/2022	$675	0.2	$135.00	Freehold Property	Review of update from E Diamond, providing update on jetty and submissions.
Elyse Diamond	21/06/2022	$375	0.7	$262.50	Sale Of Assets - Strategy	Call with S Spiliotopoulos and K Gavathas in respect of Point Clare properties and proposed pathway to sale.
Kate Gavathas	21/06/2022	$675	0.6	$405.00	Freehold Property	Team meeting to discuss status and salient engagement updates. Liaising regarding strategy for properties and jetty.
Elyse Diamond	22/06/2022	$375	0.3	$112.50	Other Assets	Review of correspondence from Link Market Services, follow up on the same in respect of missing dividends for audit.
Kate Gavathas	23/06/2022	$675	0.5	$337.50	Freehold Property	Update call with team regarding property strategy and jetty. Receiving updates from team regarding status of liquidators/trustee.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Sale Of Assets - Strategy	Call with S Spiliotopoulos and K Gavathas in respect of asset sale next steps. Discussing property requirements.
Kate Gavathas	24/06/2022	$675	1.2	$810.00	Freehold Property	Review of agents submissions, preparing analysis for memorandum, liaising with agents on comments and questions on submissions. Market research into comparables provided and recommendations for sale structure.
Elyse Diamond	24/06/2022	$375	0.2	$75.00	Freehold Property	Email to K Gavathas in respect of jetty license, payment and upcoming rent.
Kate Gavathas	27/06/2022	$675	0.5	$337.50	Freehold Property	Liaising with Ray White regarding submissions and recommendations regarding strategy. Follow up email.
Kate Gavathas	27/06/2022	$675	0.8	$540.00	Freehold Property	Liaising with K Ferguson of Ashurst relating to various Waterfront Tenures issues including transfer/revocation, DA and survey issues. Preparing update to team.
Kate Gavathas	27/06/2022	$675	1.2	$810.00	Freehold Property	Review of agents submissions, marketing, sale strategy and jetty strategy from Ray White and McGrath. Assessment of comparable sales and collating information for recommendation.
Elyse Diamond	28/06/2022	$375	0.8	$300.00	Other Assets	Reconciliation of Orora dividends, email to Link Market Services on the same.
Elyse Diamond	28/06/2022	$375	0.6	$225.00	Other Assets	Reconciling Amcor dividends and consolidated repayment, email on the same to share registry reconciling difference. Email to Rothsay updating on the same.
Kate Gavathas	28/06/2022	$675	0.4	$270.00	Freehold Property	Meeting with M Butler regarding strategy on jetty transfer/revocation and consideration to sale. Liaising with K Ferguson regarding transfer.
Kate Gavathas	28/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with agents regarding jetty issues and seeking recommendation. Update to team on the same.
Kate Gavathas	29/06/2022	$675	0.5	$337.50	Freehold Property	Assessment of new information received from agents on recommendation on strategy and comparables.
Kate Gavathas	30/06/2022	$675	0.5	$337.50	Freehold Property	Call with agents to present submissions, discussions on strategy, pricing and comparables. Discussion on market update.
Kate Gavathas	1/07/2022	$675	1.2	$810.00	Freehold Property	Considering strategy on jetty with respect to transfer and sale. Preparing strategy and agent recommendation memorandum.
Elyse Diamond	4/07/2022	$495	0.3	$148.50	Other Assets	Update of Orora dividend payment instructions.
Elyse Diamond	7/07/2022	$495	0.3	$148.50	Other Assets	Correspondence to Link Market Services requesting further information in respect of shortfalls.
Kate Gavathas	11/07/2022	$745	0.5	$372.50	Freehold Property	Call with team regarding status of outstanding items and file including jetty legal advice, agents submissions and valuation, CGT consideration.
Kate Gavathas	11/07/2022	$745	0.3	$223.50	Freehold Property	Preparing update to team and K Conneely on property matters.
Kate Gavathas	11/07/2022	$745	0.2	$149.00	Freehold Property	Following up with Ashurst on various property matters.
Elyse Diamond	11/07/2022	$495	0.3	$148.50	Other Assets	Discussing dividend reconciliation and next steps with S Spiliotopoulos.
Elyse Diamond	11/07/2022	$495	0.5	$247.50	Sale Of Assets - Strategy	Point Clare property sale update call/discussion with K Gavathas and S Spiliotopoulos.
Kate Conneely	11/07/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review and approve bank reconciliations.
Kate Conneely	12/07/2022	$795	0.3	$238.50	Freehold Property	Various emails regarding jetty licence and proposals from agents. Consider.
Kate Gavathas	12/07/2022	$745	0.5	$372.50	Freehold Property	Preparing update to K Conneely regarding status of property matters including jetty, agents, valuation and CGT.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	12/07/2022	$745	0.5	$372.50	Freehold Property	Liaising with K Ferguson on Waterfront Tenures updates and jetty status, discussion regarding transfer/revocation new licence, discussion with agent on impact on value, discussion with valuer regarding updated desktop valuations including cost and turn around.
Elyse Diamond	12/07/2022	$495	0.3	$148.50	Other Assets	Follow up emails to Computershare and Link Market Services in respect of missing dividends.
Kate Gavathas	13/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst on jetty licence issues and updates.
Kate Gavathas	13/07/2022	$745	0.5	$372.50	Freehold Property	Review of email from Ashurst regarding jetty advice and status, providing clarification points and considering strategy in light of update.
Elyse Diamond	13/07/2022	$495	0.3	$148.50	Other Assets	Preparing Amcor share transfer papers per power of attorney advice received.
Kate Conneely	14/07/2022	$795	0.2	$159.00	Freehold Property	Discuss property related issues and jetty licence issues with S Spiliotopoulos. Arrange meeting for next week to finalise position.
Kate Gavathas	15/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding jetty and strategising ways to provide comfort to purchasers on the transfer of jetty licence through the revocation/new licence process. Review of legal email and consideration of issues in conjunction with jetty.
Kate Gavathas	15/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with McGrath regarding properties and jetty licence issues.
Kate Gavathas	15/07/2022	$745	0.5	$372.50	Freehold Property	Amending update to K Conneely on status of property/jetty matters in line with new updates received from agents and lawyers. Drafting CGT email and circulating.
Kate Gavathas	19/07/2022	$745	1.7	$1,266.50	Freehold Property	Writing sale and strategy recommendation memorandum - agents, jetty licence, configuration and next steps. Liaising with M Butler.
Kate Conneely	20/07/2022	$795	0.5	$397.50	Freehold Property	Meeting with K Gavathas and E Diamond to discuss status of jetty licence, appointment of sales agents and recommendation, as well as sale contract, CGT and approvals required to sell.
Kate Conneely	20/07/2022	$795	0.4	$318.00	Cash On Hand & Banking	Discussion with E Diamond regarding preparation of accounts and audit update. Discuss tax instalments and also CGT review.
Kate Gavathas	20/07/2022	$745	0.6	$447.00	Freehold Property	Team meeting with K Conneely and E Diamond to discuss current status of property matters. Update on strategy and findings from investigations with Waterfront Tenures and legal comments. Update on market and agent recommendation.
Kate Gavathas	20/07/2022	$745	1.1	$819.50	Freehold Property	Updating strategy recommendation. Call with M Butler.
Elyse Diamond	20/07/2022	$495	0.8	$396.00	Sale Of Assets - Strategy	Internal strategy discussion with K Gavathas and K Conneely. Update email following the same.
Elyse Diamond	20/07/2022	$495	0.2	$99.00	Other Assets	Share transfer documents - organising execution by K Conneely and S Langdon.
Elyse Diamond	20/07/2022	$495	0.2	$99.00	Freehold Property	Emails with J Dalton in respect of property damage and mowing. Email to K Gavathas on the same.
Kate Gavathas	21/07/2022	$745	0.2	$149.00	Freehold Property	Providing update to K Conneely regarding property recommendation. Updates with E Diamond regarding fence fallen down.
Elyse Diamond	21/07/2022	$495	0.2	$99.00	Sale Of Assets - Strategy	Update discussion with S Spiliotopoulos following property sale discussions.
Michael Butler	29/07/2022	$795	0.4	$318.00	Freehold Property	Review agent and strategy memorandum, call with K Gavathas on the same.
Kate Gavathas	22/07/2022	$745	0.5	$372.50	Freehold Property	Call with M Butler regarding strategy and updates to memorandum, discussion regarding jetty transfer and issues including marketing collateral.
Kate Gavathas	22/07/2022	$745	1.0	$745.00	Freehold Property	Finalising property recommendation and sale strategy including jetty, agent, valuation.
Michael Butler	29/07/2022	$795	0.6	$477.00	Freehold Property	Meeting with K Gavathas to discuss agents memorandum, jetty strategy and value considerations.
Kate Gavathas	25/07/2022	$745	0.2	$149.00	Freehold Property	Discussion regarding broken fence and maintenance.
Kate Gavathas	26/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with McGrath on marketing and fees.
Kate Gavathas	26/07/2022	$745	0.8	$596.00	Freehold Property	Finalising Point Clare properties sale recommendation memo and cover email to K Conneely for review .
Elyse Diamond	26/07/2022	$495	0.2	$99.00	Freehold Property	Follow up email in respect of property damage image request.
Kate Conneely	27/07/2022	$795	0.5	$397.50	Freehold Property	Review recommendation memo K Gavathas Kate regarding realisation of the properties. Discuss potential impediments to sale with E Diamond. Agree path forward.
Kate Gavathas	27/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with agents in respect of appointment. Discussion regarding agency agreement.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Conneely	28/07/2022	$795	0.1	$79.50	Freehold Property	Confirm approval to proceed with Ashurst and contract.
Kate Gavathas	28/07/2022	$745	0.3	$223.50	Freehold Property	Collating information for agency agreement and liaising with E Diamond regarding court documentation.
Kate Gavathas	28/07/2022	$745	0.5	$372.50	Freehold Property	Correspondence with agent regarding appointment and providing information for preparation of agency agreement and maintenance quote request.
Kate Gavathas	28/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding contract instruction and transfer of licence requirements. Update to team regarding discussions with Ashurst on sales contracts.
Elyse Diamond	28/07/2022	$495	0.2	$99.00	Freehold Property	Discussing agency agreement requirements with K Gavathas. Sourcing and providing relevant documents.
Kate Gavathas	29/07/2022	$745	0.2	$149.00	Freehold Property	Organising call with Ashurst and KordaMentha to discuss contract considerations.
Kate Gavathas	29/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding caretaker keys and agency agreement.
Kate Conneely	29/07/2022	$795	0.1	$79.50	Freehold Property	Confirm arrangements regarding Ashurst and sale of properties. Brief review of emails from K Gavathas and from Agents.
Elyse Diamond	29/07/2022	$495	0.3	$148.50	Freehold Property	Phone call with property caretaker, providing general update, confirming agents appointed. Email on the same to K Gavathas.
Kate Conneely	1/08/2022	$795	0.3	$238.50	Freehold Property	Call with Ashurst regarding sale contract preparation and considerations for Trustee.
Kate Gavathas	1/08/2022	$745	0.5	$372.50	Freehold Property	Call with internal team and Ashurst to discuss contract particulars.
William Dyson	1/08/2022	$375	0.1	$37.50	Freehold Property	Conferred with K Gavathas on agency agreement.
William Dyson	1/08/2022	$375	0.1	$37.50	Freehold Property	Filed agency agreements to APM client files.
Elyse Diamond	2/08/2022	$495	0.2	$99.00	Freehold Property	Review of agency agreement per K Gavathas request.
Kate Gavathas	2/08/2022	$745	0.4	$298.00	Freehold Property	Update with agent regarding maintenance and styling.
Kate Gavathas	2/08/2022	$745	0.5	$372.50	Freehold Property	Review of agency agreement prepared by W Dyson. Mark up and changes.
William Dyson	2/08/2022	$375	0.1	$37.50	Freehold Property	Considered content of agency agreements.
William Dyson	2/08/2022	$375	1.0	$375.00	Freehold Property	Made initial markups to agency agreements.
William Dyson	2/08/2022	$375	0.1	$37.50	Freehold Property	Conferred with K Gavathas on initial markups on agency agreement.
William Dyson	2/08/2022	$375	0.6	$225.00	Freehold Property	Applied further markups to agency agreements per commentary from K Gavathas.
William Dyson	2/08/2022	$375	0.2	$75.00	Freehold Property	Drafted limitation of liability attachment.
Elyse Diamond	3/08/2022	$495	0.6	$297.00	Freehold Property	Review of marked up agency agreement. Discussing the same K Gavathas. Review limitation of liability.
Kate Conneely	3/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Brief review of agent's agreement and emails regarding styling. Discuss update to limitation of liability with E Diamond.
Kate Gavathas	4/08/2022	$745	0.2	$149.00	Freehold Property	Providing instruction to team on agency agreement.
Kate Gavathas	4/08/2022	$745	0.4	$298.00	Freehold Property	Liaising with agent on styling and recommendation. Review of quote and styling examples.
Adam Pacey-Cas	4/08/2022	$200	0.5	$100.00	Cash On Hand & Banking	Prepared document requesting for Bank Australia to transfer funds to Macquarie Bank accounts.
Kate Gavathas	5/08/2022	$745	0.5	$372.50	Freehold Property	Review of agency agreement with W Dyson and making final changes.
Kate Gavathas	5/08/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding timeframe and campaign.
William Dyson	5/08/2022	$375	0.3	$112.50	Freehold Property	Attended to K Gavathas commentary on the marked-up agency agreements.
Kate Gavathas	8/08/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding maintenance quote. Review of final agency agreement and finalising for execution.
Kate Conneely	9/08/2022	$795	0.1	$79.50	Freehold Property	Approve repairs and maintenance works at the properties, including jetty works.
Elyse Diamond	9/08/2022	$495	0.2	$99.00	Freehold Property	Discussing contract for sale mark ups with S Spiliotopoulos.
Sophia Spiliotopoulos	9/08/2022	$745	0.5	$372.50	Freehold Property	Review and mark up agency agreement. Discuss with E Diamond.
Kate Gavathas	10/08/2022	$745	0.2	$149.00	Freehold Property	Update with Ashurst regarding contract progress.
Kate Conneely	11/08/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review correspondence from Bank Australia; discuss with E Diamond.
Elyse Diamond	11/08/2022	$495	0.6	$297.00	Freehold Property	Agency agreement markups, discussing the same S Spiliotopoulos.
Kate Gavathas	12/08/2022	$745	0.3	$223.50	Freehold Property	Review of property and maintenance quotes. Questioning maintenance and decking. Liaising regarding damage, review of photos from site visit and liaising with agent.
Elyse Diamond	12/08/2022	$495	0.3	$148.50	Freehold Property	Finalising agency agreement markups and commentary. Email to K Gavathas on the same.
Kate Conneely	12/08/2022	$795	0.1	$79.50	Freehold Property	Brief review of emails from Ashurst regarding contract for sale.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Conneely	15/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Discussion with K Gavathas regarding process / strategy to bring assets to market and what is required by way of approvals.
Kate Gavathas	16/08/2022	$745	0.3	$223.50	Freehold Property	Call with agent regarding status and timeline. Discussions regarding agency agreement. Review of updates provided.
Elyse Diamond	17/08/2022	$495	0.4	$198.00	Cash On Hand & Banking	Liaising with CAT in respect of opening of new Macquarie accounts to mirror APM Picnic Fund accounts.
Kate Conneely	18/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Review updates to agency agreement - trustee clauses. Send to Team.
Elyse Diamond	18/08/2022	$495	0.4	$198.00	Freehold Property	Finalise review of agency agreements, append limitation of liability and other updates. Email on the same.
Elyse Diamond	18/08/2022	$495	0.6	$297.00	Cash On Hand & Banking	Drafting memo for K Conneely on proposed payment batch and treatment of bank accounts.
Kate Gavathas	18/08/2022	$745	1.5	$1,117.50	Freehold Property	Review of sale contract and preparation of checklist for sale. Assessment of pertinent issues including jetty and court approval for settlement.
Kate Gavathas	18/08/2022	$745	0.5	$372.50	Freehold Property	Review of updated agency agreement clause from Ashurst. Providing instruction to team. Organising foreign resident withholding certificates.
Kate Conneely	19/08/2022	$795	0.2	$159.00	Cash On Hand & Banking	Review memos from E Diamond regarding cash accounts. Discuss approach to Bank Australia. Discuss movement of funds across and payment of outstanding accounts.
Elyse Diamond	19/08/2022	$495	0.3	$148.50	Cash On Hand & Banking	Emails in respect of bank account structure with K Conneely. Review Relativity for the same. Confirm structure.
Elyse Diamond	19/08/2022	$495	0.2	$99.00	Freehold Property	Discussing property sale contract settlement clause with K Gavathas.
Elyse Diamond	19/08/2022	$495	0.6	$297.00	Other Assets	Reconciliation of missing dividends in respect of Orora shares (2021). Email to Link Market Services on the same.
Kate Gavathas	19/08/2022	$745	0.6	$447.00	Freehold Property	Preparing email to team regarding contract review and pertinent issues and next steps.
Kate Conneely	22/08/2022	$795	0.5	$397.50	Freehold Property	Review agent agreements in final form for 67 and 69 Victory Parade. Review and approve styling and repairs quotes. Review contract for sale along with checklist for contract inclusions. Provide comments to K Gavathas to feedback to Ashurst.
Elyse Diamond	22/08/2022	$495	0.2	$99.00	Cash On Hand & Banking	Review and reconciliation of bank accounts. Email on the same.
Elyse Diamond	22/08/2022	$495	0.6	$297.00	Other Assets	Reconciling Orora 2021 dividends. Email on the same. Discussing with S Spiliotopoulos.
Elyse Diamond	22/08/2022	$495	0.4	$198.00	Freehold Property	Finalising review of agency agreements. Mark ups and emails on the same.
Elyse Diamond	22/08/2022	$495	0.3	$148.50	Freehold Property	Review of drafted sale contract. Discussing the same.
Kate Gavathas	22/08/2022	$745	0.6	$447.00	Freehold Property	Reviewing final agency agreements. Liaising with team in respect of final changes. Preparing for finalisation and organising execution. Email regarding styling and maintenance.
Kate Gavathas	22/08/2022	$745	0.5	$372.50	Freehold Property	Review of contract issues raised by S Spiliotopoulos, considering issues and preparing response and solution.
Sophia Spiliotopoulos	22/08/2022	$745	0.6	$447.00	Freehold Property	Review contract for sale. Mark up. Email to team regarding changes and queries.
Sophia Spiliotopoulos	22/08/2022	$745	0.2	$149.00	Freehold Property	Review next turn of agency agreement. Email to team.
Elyse Diamond	23/08/2022	$495	0.3	$148.50	Freehold Property	Review of revised agency agreements.
Elyse Diamond	23/08/2022	$495	0.4	$198.00	Other Assets	Review of finalised share transfer confirmation documents. Update emails on the same.
Kate Gavathas	23/08/2022	$745	0.6	$447.00	Freehold Property	Discussion with A Bowler regarding Point Clare properties. Providing agency agreement and discussion regarding marketing, styling, furniture removal, price guide, sale contracts and marketing text. Follow up email.
Sophia Spiliotopoulos	23/08/2022	$745	0.3	$223.50	Other Assets	Review email from E Diamond regarding shares. Email to team with next considerations for sale of same.
Elyse Diamond	24/08/2022	$495	0.2	$99.00	Freehold Property	Finalised agency agreements.
Elyse Diamond	24/08/2022	$495	0.4	$198.00	Other Assets	Follow up email to Orora Link Market Services in respect of unpaid dividends during FY21.
Kate Conneely	24/08/2022	$795	0.1	$79.50	Other Assets	Discuss share transfers and next steps to realise. Approve removal of furnishings from property.
Kate Conneely	24/08/2022	$795	0.1	$79.50	Freehold Property	Review updates on agency agreement and next steps to prepare properties for market.
Kate Gavathas	24/08/2022	$745	0.5	$372.50	Freehold Property	Contract finalisation. Providing instruction to E Diamond.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	24/08/2022	$745	0.4	$298.00	Freehold Property	Attending to issues with returned agency agreement from agent. Discussion with E Diamond and solution.
Kate Gavathas	24/08/2022	$745	0.6	$447.00	Freehold Property	Liaising with agent and organising furniture removal with Salvation Army. Providing update email and approval request to team. Review of furniture and providing instruction on removal. Amending agency agreement in line with agreed changes. Strategy on styling marketing campaign.
Elyse Diamond	25/08/2022	$495	0.2	$99.00	Other Assets	Shareholding summary for K Conneely. Review email with preliminary views on sale of the same.
Elyse Diamond	25/08/2022	$495	0.7	$346.50	Freehold Property	Draft inventory listing for all furniture inside Point Clare properties. Review valuation report and images for the same.
Kate Conneely	25/08/2022	$795	0.1	$79.50	Other Assets	Emails with E Diamond regarding share portfolio.
Kate Gavathas	25/08/2022	$745	0.5	$372.50	Freehold Property	Organising campaign, furniture and marketing. Discussion with agent. Circulating property listing.
Elyse Diamond	26/08/2022	$495	0.1	$49.50	Freehold Property	Discuss with K Gavathas queries for Ashurst on sale contract.
Kate Conneely	29/08/2022	$795	0.2	$159.00	Other Assets	Call with A Knowles at Macquarie regarding share realisations. Call with S Spiliotopoulos. Email to A Knowles.
Kate Gavathas	29/08/2022	$745	0.5	$372.50	Freehold Property	Review of quote for furniture removal and discussions with agent regarding issues and terms and conditions. Update to team. Review of inventory and liaising with Coast Shelter regarding removal of furniture.
Kate Gavathas	29/08/2022	$745	0.5	$372.50	Freehold Property	Discussion with agent regarding price guide recommendation. Review and request for comparables. Assessment of marketing.
Kate Conneely	30/08/2022	$795	0.3	$238.50	Other Assets	Call with L Latham at Macquarie. Call with S Spiliotopoulos regarding same.
Kate Gavathas	30/08/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding contract changes. Review of correspondence from Waterfront Tenures.
Kate Gavathas	31/08/2022	$745	0.5	$372.50	Freehold Property	Discussion with Ashurst regarding property contract and amendments.
Elyse Diamond	31/08/2022	$495	0.3	$148.50	Freehold Property	Organising council clean ups for both Point Clare properties.
Kate Gavathas	31/08/2022	$745	0.4	$298.00	Freehold Property	Collating information to Ashurst regarding updates to contract and confirming property queries for contract finalisation.
Sophia Spiliotopoulos	1/09/2022	$745	0.3	$223.50	Tangible Fixed Assets - Other	Email to Lachlan at Macquarie with pertinent details as requested.
Sophia Spiliotopoulos	1/09/2022	$745	0.5	$372.50	Cash On Hand & Banking	Review letter to transfer Bank Australia accounts, and payment forms, as required and prepared by E Diamond.
Kate Conneely	1/09/2022	$795	0.2	$159.00	Other Assets	Discussion with S Spiliotopoulos regarding sale of sales. Review proposal from Macquarie. Confirm approval to proceed.
Kate Conneely	1/09/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review and approve transfer letters for Bank Australia. Review and approve Bank Australia payments.
Kate Conneely	1/09/2022	$795	0.1	$79.50	Freehold Property	Review market commentary update emails from A Bowler at McGrath.
Elyse Diamond	1/09/2022	$495	0.8	$396.00	Cash On Hand & Banking	Preparing no action payment forms for transfer of Bank Australia accounts.
Elyse Diamond	1/09/2022	$495	0.6	$297.00	Cash On Hand & Banking	Preparing transfers via Bank Australia to Macquarie.
Elyse Diamond	1/09/2022	$495	0.4	$198.00	Cash On Hand & Banking	Drafting letter for breaking of term deposit and transfer to Macquarie.
Elyse Diamond	1/09/2022	$495	0.6	$297.00	Cash On Hand & Banking	Emails on funds transfer to S Spiliotopoulos. Discussing the same. Email to K Conneely. Finalising and lodging.
Kate Gavathas	1/09/2022	$745	0.5	$372.50	Freehold Property	Organising furniture removal with Coast Shelter and the agent. Discussions regarding Salvation Army collection and organising council collection.
Kate Gavathas	1/09/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding FRCGW clearance certificate. Discussion internally and providing details.
Kate Gavathas	1/09/2022	$745	0.3	$223.50	Freehold Property	Quote for furniture removal. Requesting approval. Discussion with agent regarding quote for house cleaning and windows.
Kate Conneely	2/09/2022	$795	0.1	$79.50	Freehold Property	Approve maintenance quotes for the property. Review update from K Gavathas.
Elyse Diamond	2/09/2022	$495	0.2	$99.00	Other Assets	Review Macquarie proposal in respect of share sell down.
Kate Gavathas	2/09/2022	$745	0.6	$447.00	Freehold Property	Preparing update to team on contract and campaign status including recommendations on strategy and costs.
Kate Gavathas	2/09/2022	$745	0.2	$149.00	Freehold Property	Discussion with E Diamond regarding quote payments.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	5/09/2022	$495	0.6	$297.00	Freehold Property	Liaising Coastal Move in respect of furniture pick up, paying the same. Email on the same. Discussing remaining assets with K Gavathas.
Elyse Diamond	5/09/2022	$495	0.2	$99.00	Cash On Hand & Banking	Review Bank Australia accounts, follow up term deposits breaking.
Kate Gavathas	5/09/2022	$745	0.4	$298.00	Freehold Property	Providing instructions on clean up and removal of furniture. Discussion regarding payment of invoices.
Kate Gavathas	5/09/2022	$745	0.3	$223.50	Freehold Property	Review of marketing text and making necessary changes. Liaising with agent on the same and status of works.
Kate Conneely	6/09/2022	$795	0.2	$159.00	Other Assets	Review email from Macquarie. Discuss with E Diamond. Agree proposed approach on the basis of insufficient information.
Kate Conneely	6/09/2022	$795	0.3	$238.50	Freehold Property	Review emails from Ashurst regarding contract and GST position. Review emails from A Bowler regarding marketing as well as delays to styling and impact on property prices due to subdued market. Discuss with K Gavathas.
Megumi Gavin	6/09/2022	$645	0.5	$322.50	Freehold Property	Draft and submission of FRCGWT certificate for 67 and 69 Victory Parade, Tascott properties.
Elyse Diamond	6/09/2022	$495	0.3	$148.50	Freehold Property	Review foreign resident capital gains clearance certificates.
Elyse Diamond	6/09/2022	$495	0.6	$297.00	Other Assets	Review Macquarie share sell down onboarding requests. Gathering documents. Email on the same.
Kate Gavathas	6/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding contract updates.
Kate Gavathas	6/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding invoices and rental comparables for marketing text. Organising invoice payment with E Diamond.
Kate Gavathas	6/09/2022	$745	0.4	$298.00	Freehold Property	Considering email from Ashurst regarding GST. Assessment of valuation regarding renovation and construction of dwellings. Liaising with team regarding GST queries and fees for rental. Liaising with M Gavin regarding foreign resident capital gains withholding.
Kate Conneely	7/09/2022	$795	0.1	$79.50	Freehold Property	Approve responses to Ashurst regarding contract of sale.
Kate Gavathas	7/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding internal cleaning quotes. Review of photos.
Kate Gavathas	7/09/2022	$745	0.2	$149.00	Freehold Property	Updating email to Ashurst regarding GST and issuing.
Elyse Diamond	7/09/2022	$495	0.4	$198.00	Freehold Property	Review sale contract revisions and comments from Ashurst. Discussing the same.
Kate Conneely	9/09/2022	$795	0.3	$238.50	Freehold Property	Review and approve final marketing material wording as well as updates on sale program and GST on contract.
Kate Gavathas	9/09/2022	$745	0.5	$372.50	Freehold Property	Following up agent for marketing text, review of quote for cleaning and pushing back on price. Discussions regarding works performed ahead of styling and finalisation next week.
Kate Gavathas	9/09/2022	$745	0.3	$223.50	Freehold Property	Providing update to team regarding status of property matters and marketing text review.
Kate Gavathas	9/09/2022	$745	0.2	$149.00	Freehold Property	Considering issues regarding marketing text and inclusion of jetty. Liaising with Ashurst on potential issues.
Elyse Diamond	9/09/2022	$495	0.4	$198.00	Freehold Property	Preparing marketing for sale payment via Insol. Email on the same. Memorandum on reason for bank account used.
Elyse Diamond	9/09/2022	$495	0.4	$198.00	Other Assets	Review of email from Macquarie in respect of induction requirements. Email on the same.
Kate Conneely	12/09/2022	$795	0.2	$159.00	Freehold Property	Approve cleaning fees. Approve payment of marketing expenses. Review emails from McGrath and K Gavathas.
Kate Conneely	12/09/2022	$795	0.2	$159.00	Other Assets	Discuss Macquarie account set up with E Diamond for share sale. Certify documents as requested by Macquarie.
Elyse Diamond	12/09/2022	$495	0.2	$99.00	Cash On Hand & Banking	Finalising payment of 2x marketing invoices, email on the same. Follow up receipt of moving invoice.
Elyse Diamond	12/09/2022	$495	0.2	$99.00	Other Assets	Certifying documents for share sales, emails on the same.
Kate Gavathas	12/09/2022	$745	0.4	$298.00	Freehold Property	Assessing update from agent and maintenance items ahead of campaign. Providing instruction to agent and E Diamond regarding clean up and next steps. Review of correspondence from ATO and liaising with E Diamond. Liaising with Ashurst on the same and FRWCT.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	12/09/2022	$745	0.3	$223.50	Freehold Property	Review of updated cleaning quotes. Liaising with agent and seeking approval from K Conneely. Calls to and from agent regarding styling and photos. Marketing payment issues and instruction.
Kate Gavathas	12/09/2022	$745	0.5	$372.50	Freehold Property	Review of updated sale contracts. Liaising with Ashurst on update to GST clause and inclusions. Requesting updated contracts for final review and approval. Considering email from Ashurst regarding inclusions of 'jetty' in marketing.
Kate Gavathas	12/09/2022	$745	0.4	$298.00	Freehold Property	Final review and update of marketing text, discussion with M Butler and finalise.
Michael Butler	17/10/2022	$795	0.3	$238.50	Freehold Property	Discuss marketing/sales matters; discuss contract with K Gavathas.
Elyse Diamond	13/09/2022	$495	0.3	$148.50	Other Assets	Exchanging emails with T Johnson of Macquarie in respect of share sell down.
Elyse Diamond	13/09/2022	$495	0.2	$99.00	Freehold Property	Follow up removalist payment and booking.
Kate Gavathas	13/09/2022	$745	0.6	$447.00	Freehold Property	Final review of updated contracts. Preparing cover email to team for approval and review including overview of salient clauses.
Elyse Diamond	14/09/2022	$495	0.3	$148.50	Cash On Hand & Banking	Prepare payment of Aspire Styling invoice. Email on the same. Discuss with K Gavathas, email stylist and agent.
Elyse Diamond	14/09/2022	$495	0.2	$99.00	Freehold Property	Review sale contracts and commentary from K Gavathas. Email on the same.
Kate Conneely	14/09/2022	$795	0.2	$159.00	Freehold Property	Review and approve final contracts for sale.
Kate Gavathas	14/09/2022	$745	0.3	$223.50	Freehold Property	Attending to various issues including property styling, marketing, maintenance and marketing text before campaign launch. Finalising marketing text and discussion with agent. Discussion on progress and status.
Kate Gavathas	15/09/2022	$745	0.5	$372.50	Freehold Property	Finalising contracts and discussion regarding foreign resident certificates. Considering update on change of terminology in contract from 'trustee' to 'vendor'. Liaising with agent on campaign preparation.
Elyse Diamond	15/09/2022	$495	0.3	$148.50	Freehold Property	Liaising with stylists and agents in respect of invoice payments.
Elyse Diamond	15/09/2022	$495	0.3	$148.50	Other Assets	Certifying M Korda, M Mentha, S Langdon IDs per Macquarie request in share sell down.
Kate Gavathas	16/09/2022	$745	0.7	$521.50	Freehold Property	Review of price guide recommendation from agent and supporting information. Assessment of market competition and standard. Review of comparable properties and value price point in market considering cooling. Call with M Butler regarding recommendation. Call with K Conneely on the same.
Kate Gavathas	16/09/2022	$745	0.5	$372.50	Freehold Property	Ongoing discussions with agent regarding last minute issues and updates on styling, photos, marketing and price guide. Review of updated letters to be signed prior to marketing regarding instruction to agent on price and comparables.
Kate Gavathas	16/09/2022	$745	0.5	$372.50	Freehold Property	Preparing update and recommendation to K Conneely regarding price guide and comparables. Seeking approval for letters to be signed and returned to agent. Providing approval to agent regarding no price guide. Comment regarding incorrect completion of letters and update.
Kate Gavathas	16/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with valuer regarding updated valuation for properties. Providing update to team on status of campaign and next steps. Review of marketing timetable and circulating with team.
Kate Conneely	16/09/2022	$795	0.3	$238.50	Freehold Property	Discussion with K Gavathas regarding whether price is advertised and commencement of sale process.
Michael Butler	17/10/2022	$795	0.4	$318.00	Freehold Property	Discuss auction guide and sales matters with K Gavathas.
Kate Conneely	19/09/2022	$795	0.4	$318.00	Other Assets	Review and finalise Macquarie Bank application for share trading account. Review update from K Gavathas on price ranges and confirmation to market without pricing guidance. Also review update on marketing submissions and next steps. Confirm approval to proceed.
Elyse Diamond	19/09/2022	$495	0.8	$396.00	Freehold Property	Execute McGrath Agent price authority documents. Review of draft marketing collateral, discussing the same and emails on the same.
Elyse Diamond	19/09/2022	$495	0.1	$49.50	Other Assets	Email correspondence with Macquarie in respect of share sell down.
Elyse Diamond	19/09/2022	$495	0.3	$148.50	Cash On Hand & Banking	Review and update of outstanding payments for property sale.
Kate Conneely	19/09/2022	$795	0.3	$238.50	Freehold Property	Various emails agent regarding marketing collateral and auctioneers. Discuss with M Butler.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Michael Butler	17/10/2022	$795	0.2	$159.00	Freehold Property	Sales and marketing emails, review proofs, discuss with team.
Megumi Gavin	17/10/2022	$645	1.0	$645.00	Freehold Property	Review of all marketing proofs for both properties, collation of changes and email to sales agent.
Kate Conneely	20/09/2022	$795	0.2	$159.00	Other Assets	Further complete the Macquarie application. Emails with S Langdon and Macquarie regarding same.
Elyse Diamond	20/09/2022	$495	1.2	$594.00	Cash On Hand & Banking	Preparing payment schedule and cash flow analysis for property holding costs.
Elyse Diamond	20/09/2022	$495	0.2	$99.00	Other Assets	Follow up Macquarie share sale requirements. Email on the same.
Elyse Diamond	20/09/2022	$495	0.2	$99.00	Freehold Property	Review marketing collateral. Email on the same.
Kate Conneely	20/09/2022	$795	0.2	$159.00	Freehold Property	Review and approve final marketing proofs. Emails with M Gavin and call with S Spiliotopoulos to discuss.
Elyse Diamond	20/09/2022	$495	1.1	$544.50	Cash On Hand & Banking	Drafting of cash flow schedule for all Fund accounts and transfers.
Sophia Spiliotopoulos	20/09/2022	$745	0.6	$447.00	Freehold Property	Review adverts and marketing material for properties as provided by M Gavin. Discuss with K Conneely. Email to team.
Megumi Gavin	17/10/2022	$645	0.9	$580.50	Freehold Property	Review of marketing material changes, draft email to K Conneely requesting approval. Response to S Spiliotopoulos regarding land area. Email to agent confirming material approval.
Michael Butler	17/10/2022	$795	0.3	$238.50	Freehold Property	Marketing collateral review.
Elyse Diamond	21/09/2022	$495	0.8	$396.00	Freehold Property	Review final Point Clare property marketing materials, draft email update to Interested Persons, send the same
Megumi Gavin	17/10/2022	$645	0.2	$129.00	Freehold Property	Follow up with agent regarding marketing proofs.
Kate Conneely	26/09/2022	$795	0.1	$79.50	Freehold Property	Review and respond to email from A Bowler regarding costs for auctioneer and sales inspection.
Sophia Spiliotopoulos	26/09/2022	$745	0.5	$372.50	Tangible Fixed Assets - Other	Review emails and discussions with E Diamond regarding shares (and property). Review and discuss email with invoice for costs. Review trade confirmations. Discuss accounting with E Diamond. Email to appointee.
Kate Conneely	26/09/2022	$795	0.4	$318.00	Other Assets	Calls and emails with Macquarie regarding sell down of share portfolio. Approve sell down. Confirm position at end of day with S Spiliotopoulos.
Elyse Diamond	26/09/2022	$495	0.4	$198.00	Other Assets	Review contract notes for sale of both shareholdings. Update realisation schedule for the same.
Kate Gavathas	26/09/2022	$745	0.6	$447.00	Freehold Property	Review of campaign update from McGrath and preparing summary notes to discuss with the agent.
Kate Gavathas	26/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with E Diamond regarding ATO issues.
Kate Gavathas	26/09/2022	$745	0.2	$149.00	Freehold Property	Call with PRP - C Pugsley regarding updated valuation. Discussion on scope and properties.
Sophia Spiliotopoulos	26/09/2022	$745	0.5	$372.50	Freehold Property	Marketing update call from McGrath.
Kate Conneely	27/09/2022	$795	0.3	$238.50	Freehold Property	Review marketing update from McGrath. Discussion with Sophie regarding feedback required from McGrath.
Kate Conneely	27/09/2022	$795	0.3	$238.50	Other Assets	Discussion with S Spiliotopoulos regarding sale of shares and recoupment of funds. Approve Macquarie documentation. Call with E Diamond. DocuSign transfer forms.
Kate Gavathas	27/09/2022	$745	0.5	$372.50	Freehold Property	Call with agent regarding week one marketing update.
Elyse Diamond	27/09/2022	$495	0.4	$198.00	Other Assets	Liaising with Macquarie for realisation of funds from sale of shares. Calls on the same.
Kate Gavathas	27/09/2022	$745	0.3	$223.50	Freehold Property	Update to team regarding valuer and recommendation of scope and approval of quote.
Kate Gavathas	27/09/2022	$745	0.3	$223.50	Freehold Property	Providing feedback to agent regarding reporting and campaign structure.
Kate Conneely	28/09/2022	$795	0.2	$159.00	Freehold Property	Consider updates from K Gavathas regarding sale process, discussions with agent and also discussions with interested parties. Provide confirmation of instructions.
Kate Gavathas	28/09/2022	$745	0.3	$223.50	Freehold Property	Discussion with E Diamond regarding Point Clare properties update and preparing email for update to K Conneely.
Kate Gavathas	28/09/2022	$745	0.2	$149.00	Freehold Property	Update email to K Conneely regarding status and next steps.
Kate Gavathas	28/09/2022	$745	0.5	$372.50	Freehold Property	Review of draft update email and amending in line with salient information. Issuing to team.
Elyse Diamond	29/09/2022	$495	0.1	$49.50	Other Assets	Follow up CAT team in respect of receipt of share sale funds.
Kate Gavathas	30/09/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding mid week update and interest.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	4/10/2022	$495	0.4	$198.00	Freehold Property	Review missing invoices, update email to agents, discuss same internally.
Kate Conneely	4/10/2022	$795	0.3	$238.50	Freehold Property	Review of marketing update reports from McGrath.
Kate Conneely	4/10/2022	$795	0.2	$159.00	Other Assets	Review emails from S Spiliotopoulos regarding Macquarie transfer. Review email from Macquarie - discuss CGT issues with S Spiliotopoulos.
Sophia Spiliotopoulos	4/10/2022	$745	0.5	$372.50	Freehold Property	Marketing update call with A Bowler (McGrath) and K Gavathas.
Sophia Spiliotopoulos	4/10/2022	$745	0.2	$149.00	Other Assets	Discussion with W Wood of Macquarie Bank regarding transfer of proceeds from sale of shares. Discuss with appointee.
Kate Gavathas	4/10/2022	$745	0.5	$372.50	Freehold Property	Review work invoice payments. Organising meeting with agent. Review agent marketing update and commentary, making notes for discussion and strategy assessment.
Kate Gavathas	4/10/2022	$745	0.2	$149.00	Freehold Property	Update with valuer on updated valuations. Discussions regarding meeting and property specifics.
Kate Conneely	5/10/2022	$795	0.3	$238.50	Other Assets	Follow up Macquarie. Calls with Macquarie to discuss.
Kate Conneely	5/10/2022	$795	0.3	$238.50	Freehold Property	Discussion with K Gavathas regarding sales updates for Point Clare properties. Discuss content required for court application. Discuss updated valuation.
Elyse Diamond	5/10/2022	$495	0.6	$297.00	Freehold Property	Review various update reports and correspondence from agents. Discuss the same. Draft update email.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Call with C Pugsley of PRP valuations regarding the desktop valuation of the property. Discussion regarding market update.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Review of updated report provided by A Bowler to provide feedback on campaign and recommendation. Providing instruction to team on update to K Conneely.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Review of draft valuations ahead of discussion with valuer. Preparing notes and points for discussion.
Kate Conneely	6/10/2022	$795	0.2	$159.00	Freehold Property	Review strategy update paper from K Gavathas. Agree to pricing change. Enquire about updated valuations. Discuss with K Gavathas.
Kate Gavathas	6/10/2022	$745	0.6	$447.00	Freehold Property	Review of update to K Conneely regarding campaign progress, marketing statistics and discussions with valuer. Providing recommendation on price guide decrease.
Kate Gavathas	6/10/2022	$745	0.3	$223.50	Freehold Property	Discussion with agent. Providing instruction regarding price. Discussion regarding forms and trouble shooting issues.
Kate Gavathas	6/10/2022	$745	0.3	$223.50	Freehold Property	Providing update on valuation. Discussion with C Pugsley from PRP.
Sophia Spiliotopoulos	10/10/2022	$745	0.6	$447.00	Freehold Property	Briefly attend update meeting with A Bowler of McGrath regarding inspections ahead of auction. Internal update call with E Diamond and K Gavathas regarding auctions, reserve, updated valuations and strategy.
Sophia Spiliotopoulos	10/10/2022	$745	0.3	$223.50	Freehold Property	Review marketing update from A Bowler and emails from K Gavathas. Discuss with E Diamond.
Elyse Diamond	10/10/2022	$495	1.1	$544.50	Freehold Property	Call with agents in respect of property sale progress. Internal call on the same. Call with ATO in respect of FIRB clearance for sale.
Kate Conneely	10/10/2022	$795	0.2	$159.00	Freehold Property	Review sales inspection updates from McGrath as well as updates from Kate regarding upcoming auctions and notes to Ashurst regarding contracts.
Kate Gavathas	10/10/2022	$745	0.5	$372.50	Freehold Property	Call with agent A Bowler regarding weekend interest, contracts issued, feedback, campaign and auction strategy and discussions regarding up coming auctions. Discussion regarding reporting and interested parties. Discussion regarding insurance and fall during inspection.
Kate Gavathas	10/10/2022	$745	0.4	$298.00	Freehold Property	Team meeting (S Spiliotopoulos and E Diamond) to discuss next steps and reporting. Discussions regarding auction reserve, inspection fall and insurance issues and preparing documentation for auctions.
Kate Gavathas	10/10/2022	$745	0.5	$372.50	Freehold Property	Review update report and preparing notes, liaising with agent regarding additional information required. Providing instruction to E Diamond and S Spiliotopoulos regarding documents required ahead of auction and dividing tasks/setting strategy.
Kate Gavathas	10/10/2022	$745	0.6	$447.00	Freehold Property	Review of draft valuation and preparing update to K Conneely regarding auction preparation and reserves. Liaising with Ashurst and advising of auctions. Requesting auction contracts and discussion regarding FRWC.
Kate Conneely	11/10/2022	$795	0.1	$79.50	Freehold Property	Review and approve payment of expenses associated with the properties.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	11/10/2022	$495	0.7	$346.50	Freehold Property	Preparing marketing update on the properties for K Conneely.
Elyse Diamond	11/10/2022	$495	0.9	$445.50	Freehold Property	Preparing memo on sale of property for K Conneely and S Langdon prior to auction. Discussing the same. Contacting ATO for clearance update.
Kate Conneely	11/10/2022	$795	0.2	$159.00	Freehold Property	Discussion with S Langdon regarding auctions on Saturday. Update call with S Spiliotopoulos.
Kate Gavathas	11/10/2022	$745	0.4	$298.00	Freehold Property	Review of update reporting to K Conneely and S Langdon, providing comments for updates and approving.
Kate Conneely	12/10/2022	$795	0.2	$159.00	Freehold Property	Review update from Ashurst regarding contract for sale and changes based on new regulations. Review update from K Gavathas and note from E Diamond.
Elyse Diamond	12/10/2022	$495	0.3	$148.50	Freehold Property	Finalising and issuing property update to appointees.
Elyse Diamond	12/10/2022	$495	0.6	$297.00	Freehold Property	Drafting reserve price authority letters. Discussing the same. Phone call with K Gavathas discussing various matters.
Elyse Diamond	12/10/2022	$495	0.4	$198.00	Freehold Property	Correspondence with ATO in respect of foreign resident capital gains withholding certificate.
Kate Gavathas	12/10/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding auction contracts and auction conditions.
Kate Gavathas	12/10/2022	$745	0.2	$149.00	Freehold Property	Review auction contracts in final.
Kate Gavathas	12/10/2022	$745	0.3	$223.50	Freehold Property	Review property reserve letters and liaising with E Diamond. Discussion with A Bowler regarding update from inspections.
Elyse Diamond	13/10/2022	$495	0.6	$297.00	Freehold Property	Various discussions and preparation for auction of Point Clare properties. Follow ups as required.
Kate Gavathas	13/10/2022	$745	0.5	$372.50	Freehold Property	Update with team regarding auction strategy recommendation, reserves and auction contract. Discussions with A Bowler regarding feedback and updates. Discussion with Ashurst regarding contract change. Vendor bid strategy. Update to team.
Kate Conneely	14/10/2022	$795	1.1	$874.50	Freehold Property	Call with M Butler regarding auction reserves and strategy to deal with passing in. Call with K Gavathas and E Diamond to agree vendor bids and also reserves. Approve letters to be finalised to agents. Review proposed contract amendments from Ashurst. Approve. Email on the same.
Elyse Diamond	14/10/2022	$495	0.4	$198.00	Freehold Property	Calls with K Conneely and K Gavathas in respect of property auctions, reserve prices, vendor bids.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Freehold Property	Finalising vendor bid and reserve price documents. Discussing the same.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Freehold Property	Reviewing property auction contract amendments and emails on the same.
Elyse Diamond	14/10/2022	$495	0.5	$247.50	Freehold Property	Review further emails from Ashurst in respect of contract amendments. Calls with K Gavathas on the same.
Kate Gavathas	14/10/2022	$745	0.7	$521.50	Freehold Property	Call with K Conneely and team to discuss reserve recommendations, auction strategy and update from A Bowler. Discussion regarding contract amendments. Review of update and recommendation from E Diamond, making comments and finalising.
Kate Gavathas	14/10/2022	$745	0.5	$372.50	Freehold Property	Review contract amendments received for 67 and 69 Victory Parade. Review Ashurst response and prepare Trustee response and assessment. Email to M Butler regarding approval and key term changes. Providing recommendation considering DA and settlement period.
Kate Gavathas	14/10/2022	$745	0.7	$521.50	Freehold Property	Preparing information for M Butler regarding proposed contract terms. Discussion with A Bowler and E Diamond regarding information. Seeking approval from K Conneely. Response to Ashurst. Final call with agent regarding recent inspections, feedback and strategy.
Kate Gavathas	14/10/2022	$745	0.3	$223.50	Freehold Property	Call with K Ferguson of Ashurst regarding contract amendments and Ashurst legal advice. Review of correspondence sent to potential purchaser and additional amendments requested regarding other parties as purchaser, review, providing recommendation and approval.
Kate Gavathas	15/10/2022	$745	5.0	$3,725.00	Freehold Property	Travel to Tascott ahead of property auctions. Meet with agent to discuss reserve and auction strategy. Discussion regarding issues ahead of auction and instructions. Attend auction and liaise with agent as required. Review contract amendments. Return to Sydney.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	15/10/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding reserve and contract amendments. Providing update to S Langdon regarding campaign, auction and update.
Michael Butler	14/10/2022	$795	0.6	$477.00	Freehold Property	Review request for amendments, discuss auction reserves, discuss strategy for auctions.
Elyse Diamond	26/09/2022	$495	0.3	$148.50	Freehold Property	Call with A Bowler to confirm invoice requirements for auctioneer. Discuss same internally.
Elyse Diamond	27/09/2022	$495	0.8	$396.00	Freehold Property	Point Clare properties marketing update call with McGrath. Drafting update email on the same.
Elyse Diamond	28/09/2022	$495	0.4	$198.00	Freehold Property	Finalise and issue property update for Point Clare properties sales campaign.
			152.4	**$96,545.50**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Interested Persons						
Elyse Diamond	29/07/2022	$375	0.8	$300.00	General - Investors	Returning phone calls of interested persons, providing update on engagement status.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	General - Investors	Responding to email enquiries from Interested persons in inbox.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	General - Investors	Responding to interested person member enquiry, responding to emails received in enquiry inbox.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	General - Investors	Responding to member enquiries received in inbox.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	General - Investors	Phone call with Interested Person, adding to potential member schedule.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	General - Investors	Phone call with Interested Person, adding contact details to schedule, email to the same with previous correspondence issued.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	General - Investors	Phone calls in respect of APM Fund from Interested Persons, providing update and answering queries as required.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	General - Investors	Responding to emails received in Botany Mill inbox from Interested Persons.
Elyse Diamond	29/07/2022	$375	0.8	$300.00	General - Investors	Several phone calls from Interested Person, updating schedule for the same. Responding to further emails on the same.
Elyse Diamond	6/06/2022	$375	0.3	$112.50	General - Investors	Responding to email enquiries from Interested Persons, updating schedule for the same.
Elyse Diamond	15/06/2022	$375	0.1	$37.50	General - Creditors	Follow up Energy Australia regarding accounts and liquidators appointment.
Elyse Diamond	16/06/2022	$375	0.8	$300.00	General - Investors	Returning several Interested Persons phone calls. Providing updates on the fund and answering other queries.
Elyse Diamond	16/06/2022	$375	0.3	$112.50	General - Investors	Responding to emails received into botany mill inbox.
Elyse Diamond	21/06/2022	$375	0.4	$150.00	General - Investors	Drafting correspondence to Interested Persons advising of filing of remuneration application.
Sophia Spiliotopoulos	23/06/2022	$675	0.6	$405.00	General - Investors	Review emails from Ashurst regarding notification to members. Review notice as prepared by E Diamond.
Elyse Diamond	24/06/2022	$375	0.3	$112.50	General - Investors	Phone call with previous member of the fund. Updating schedule of interested persons.
Elyse Diamond	27/06/2022	$375	0.8	$300.00	General - Investors	Review of Interested Persons notification amended by Ashurst. Re-drafting and circulating to S Spiliotopoulos. Further drafting and providing to Ashurst.
Sophia Spiliotopoulos	27/06/2022	$675	0.3	$202.50	General - Investors	Review and mark up correspondence to interested persons regarding remuneration application. Discussions with E Diamond.
Elyse Diamond	28/06/2022	$375	0.3	$112.50	General - Investors	Review of Ashurst comments on remuneration application notice to Interested Persons. Updating and providing to S Langdon for review.
Elyse Diamond	29/06/2022	$375	0.1	$37.50	General - Investors	Email to Ashurst providing finalised remuneration notice.
Elyse Diamond	29/06/2022	$375	0.6	$225.00	General - Investors	Liaising with practice management team to mail out notice to Interested Persons. Uploading to website. Emailing the same.
Elyse Diamond	30/06/2022	$375	0.7	$262.50	General - Investors	Returning former member phone calls. Updating interested persons schedule.
Elyse Diamond	30/06/2022	$375	0.3	$112.50	General - Investors	Returning Interested Person emails.
Elyse Diamond	1/07/2022	$375	0.7	$262.50	General - Investors	Returning phone calls of various Interested Persons. Updating member schedule.
Elyse Diamond	4/07/2022	$495	0.4	$198.00	General - Investors	Returning emails from Interested Persons received into Botany Mill inbox.
Elyse Diamond	6/07/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person. Email on the same. Updating schedule.
Elyse Diamond	8/07/2022	$495	0.2	$99.00	General - Investors	Emails to Interested Persons. Updating members schedule. Updating Interested Persons schedule for returned letters.
Elyse Diamond	11/07/2022	$495	0.4	$198.00	General - Investors	Phone call with member of the Fund. Updating correspondence schedule. Liaising with practice management to mail previous correspondence.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	General - Investors	Phone call with two former members of the Fund. Updating correspondence schedule. Emails to the same, organising mailing of documents.
Elyse Diamond	29/07/2022	$495	0.3	$148.50	General - Investors	Returning emails from Interested Persons in Botany Mill inbox.
Elyse Diamond	5/08/2022	$495	0.7	$346.50	General - Investors	Returning phone calls of Interested Persons. Updating schedule for the same.
Elyse Diamond	8/08/2022	$495	0.3	$148.50	General - Investors	Phone call from Interested Persons. Updating schedule for the same.
Elyse Diamond	11/08/2022	$495	0.2	$99.00	General - Investors	Responding to Interested Person email.
Elyse Diamond	15/08/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person.
Elyse Diamond	22/08/2022	$495	0.1	$49.50	General - Investors	Phone call from Interested Person.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	1/09/2022	$495	0.1	$49.50	General - Investors	Phone call from Interested Person.
Elyse Diamond	2/09/2022	$495	0.2	$99.00	General - Investors	Returning phone call from Interested Person.
Elyse Diamond	6/09/2022	$495	0.1	$49.50	General - Creditors	Response to Energy Australia email requesting outstanding invoices.
Elyse Diamond	21/09/2022	$495	0.3	$148.50	General - Investors	Reply emails from various Interested Persons
Elyse Diamond	28/09/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person in respect of Point Clare properties.
Elyse Diamond	4/10/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person, email to the same, updating schedule.
Elyse Diamond	10/10/2022	$495	0.1	$49.50	General - Investors	Reply email from Interested Person.
Elyse Diamond	13/10/2022	$495	0.4	$198.00	General - Investors	Reviewing notebook transcription of retired employees and honorary members.
Elyse Diamond	14/10/2022	$495	0.3	$148.50	General - Investors	Responding to emails from various Interested Persons. Returning phone call from former member.
			15.70	**6,817.50**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Statutory compliance						
Kate Conneely	9/05/2022	$725	0.1	$72.50	Income Assessment	Discussion with E Diamond regarding finalisation of accounts. Update to A Kam and S Brandon.
Kate Conneely	10/05/2022	$725	0.2	$145.00	Income Assessment	Call with S Spiliotopoulos regarding account finalisation, outstanding queries and plan to commence audit.
Elyse Diamond	29/07/2022	$375	0.8	$300.00	Income Assessment	Call with Rothsay in respect of drafted statements and potential tax implications, discussing the same with S Spiliotopoulos.
Sophia Spiliotopoulos	29/07/2022	$675	1.2	$810.00	Income Assessment	Update teleconference with Rothsay regarding account preparation. Search and review of ASIC unclaimed monies, as required following phone call.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Income Assessment	Review of final draft of Rothsay statements, gathering queries for call to discuss.
Kate Conneely	12/05/2022	$725	0.2	$145.00	Income Assessment	Review and approve engagement letter for audit of accounts. Discuss with S Spiliotopoulos.
Khang Nguyen	29/07/2022	$325	0.8	$260.00	Opening/Closing Bank Accounts	Arrange to open bank accounts with Macquarie.
Khang Nguyen	29/07/2022	$325	0.3	$97.50	Opening/Closing Bank Accounts	Prepared St George account closure letter as requested by E Diamond.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Income Assessment	Email correspondence with Rothsay in respect of audit process.
Kate Conneely	16/05/2022	$725	0.1	$72.50	Annual Reporting Obligations	Discussion regarding update from Rothsay Accountants and commencement of audit.
Khang Nguyen	29/07/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Arrange to open a bank account with Macquarie.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Income Assessment	Review of Rothsay audit requests in respect of FY14-22 accounts.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Income Assessment	Update email to Rothsay in respect of audit tasks requested.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Income Assessment	Correspondence with Rothsay in respect of missing dividend payments. Following up the same with the share registries.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Income Assessment	Review of Relativity for missing invoices per Rothsay audit request. Reconciling dividend payments for the same.
Indra Permana	29/07/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Opening Macquarie bank accounts.
Jesslyn Dharmasaputra	29/07/2022	$325	1.0	$325.00	Opening/Closing Bank Accounts	Opening 5 Macquarie accounts.
Elyse Diamond	9/06/2022	$375	0.6	$225.00	Income Assessment	Email correspondence with Rothsay in respect of missing invoices. Discussing same S Spiliotopoulos. Reconciling relevant invoices.
Elyse Diamond	9/06/2022	$375	0.8	$300.00	Income Assessment	Dividend income reconciliation for purposes of financial statement preparation per Rothsay request.
Elyse Diamond	9/06/2022	$375	0.7	$262.50	Income Assessment	Searching for missing invoices for audit. Reconciling missing dividends for the same.
Jesslyn Dharmasaputra	17/10/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Setting up 5 new bank accounts in Insol.
Indra Permana	17/10/2022	$325	0.4	$130.00	Opening/Closing Bank Accounts	Entering new bank account into Insol.
Elyse Diamond	16/06/2022	$375	0.3	$112.50	Income Assessment	Search of Relativity for missing invoices per auditor request.
Elyse Diamond	22/06/2022	$375	0.2	$75.00	Office Of State Revenue Correspondence	Review of land tax notice. Email on the same to S Spiliotopoulos. Review of land tax portal for relevant information.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Income Assessment	Search in Relativity for missing invoices per auditor enquiries. Confirming location of the same. Updating schedule.
Elyse Diamond	23/06/2022	$375	0.6	$225.00	Income Assessment	Continuing reconciliation of payments and invoices per auditor requests.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Income Assessment	Relativity document reconciliation per auditor enquiries. Reconciling payments, invoices and cheque stubs.
Elyse Diamond	27/06/2022	$375	1.1	$412.50	Income Assessment	Search for further invoices per auditor request. Reconciling the same to missing schedule. Search of Relativity for dividend statements.
Elyse Diamond	27/06/2022	$375	0.7	$262.50	Income Assessment	Drafting email and collating documents for auditor in response to all requests.
Elyse Diamond	29/06/2022	$375	0.2	$75.00	Income Assessment	Liaising with Rothsay on audit confirmations. Discussing the same S Langdon.
Elyse Diamond	6/07/2022	$495	0.8	$396.00	Income Assessment	Reviewing Relativity, reconciling missing invoices for auditors.
Elyse Diamond	6/07/2022	$495	1.3	$643.50	Income Assessment	Continuing search of Relativity for invoices per auditor request. Updating schedule of the same and collating.
Elyse Diamond	7/07/2022	$495	0.6	$297.00	Income Assessment	Updating audit schedules and drafting update for Rothsay. Email on the same.
Elyse Diamond	8/07/2022	$495	0.7	$346.50	Office Of State Revenue Correspondence	Phone call with Revenue NSW in respect of land tax credit. Email on the same, requesting transfer to new Client ID.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	11/07/2022	$495	0.4	$198.00	Income Assessment	Email responding to auditor queries in respect of bank signatories.
Clarisse Lemos	29/07/2022	$375	0.1	$37.50	Cat Processing	Process receipts and payments into Insol.
Sen Batewela	29/07/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	29/07/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Clarisse Lemos	12/07/2022	$375	0.1	$37.50	Cat Processing	Process receipts and payments into Insol.
Elyse Diamond	12/07/2022	$495	0.3	$148.50	Income Assessment	Review of enquiries from auditors. Responding to emails on the same.
Elyse Diamond	14/07/2022	$495	0.2	$99.00	Office Of State Revenue Correspondence	Follow up email State Revenue NSW on transfer of credit.
Elyse Diamond	15/07/2022	$495	0.6	$297.00	Income Assessment	Review of Relativity for picnic fund accounts per Rothsay requests. Reconciling the same. Email on the same.
Elyse Diamond	18/07/2022	$495	0.6	$297.00	Income Assessment	Following up outstanding expense documentation per auditor request. Email on the same.
Elyse Diamond	19/07/2022	$495	0.3	$148.50	Office Of State Revenue Correspondence	Review of land tax correspondence - reviewing the same, following up transfer of credit. Reviewing online portal.
Clarisse Lemos	28/07/2022	$375	1.0	$375.00	Bank Reconciliation	Extracted banking history and reconciled the bank account for June 2022.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Jesslyn Dharmasaputra	17/10/2022	$375	0.4	$150.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Elyse Diamond	22/08/2022	$495	0.2	$99.00	Ato Correspondence	Discussing GST registration notification received with S Spiliotopoulos. Calling Rothsay in respect of the same.
Khang Nguyen	17/10/2022	$375	0.5	$187.50	Opening/Closing Bank Accounts	Arrange to close a bank account with Macquarie.
Sen Batewela	17/10/2022	$375	0.9	$337.50	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	17/10/2022	$200	0.3	$60.00	Cat Processing	Save confirmation and post payment into Insol.
Elyse Diamond	5/09/2022	$495	0.4	$198.00	Ato Correspondence	Liaising with CAT in respect of adding CAC to portal. Review the same. Provide to real estate for clearance certificate.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Indra Permana	17/10/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Sen Batewela	17/10/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Elyse Diamond	19/09/2022	$495	0.4	$198.00	Ato Correspondence	Phone call with ATO in respect of clearance certificate to be issued.
Elyse Diamond	12/10/2022	$495	0.9	$445.50	Remuneration	Commence review of remuneration application prepared by Ashurst. Update as required.
Elyse Diamond	12/10/2022	$495	0.9	$445.50	Remuneration	Commence review of WIP. Update remuneration application as required. Preparing transfers as required.
Elyse Diamond	13/10/2022	$495	0.6	$297.00	Remuneration	Reviewing role clarification from Ashurst for remuneration application preparation.
			29.5	**$12,344.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Trading						
Elyse Diamond	29/06/2022	$375	0.8	$300.00	Trade On Accounting	Drafting Insol accounting entries for term deposit opening balances.
Elyse Diamond	29/06/2022	$375	0.9	$337.50	Trade On Accounting	Drafting Insol no action payments for closure of St George accounts.
Elyse Diamond	30/06/2022	$375	0.8	$300.00	Trade On Accounting	Drafting Insol account entries for Bank Australia receipts.
Elyse Diamond	30/06/2022	$375	0.6	$225.00	Trade On Accounting	Drafting Insol account entries for transfer to Macquarie accounts. Discussing the same with S Spiliotopoulos.
Elyse Diamond	1/07/2022	$375	0.3	$112.50	Trade On Accounting	Drafting of payment of Point Clare property insurance invoice.
Elyse Diamond	8/07/2022	$495	0.2	$99.00	Trade On Accounting	Correspondence K Conneely in respect of trading payments and next steps for counsel fees.
Elyse Diamond	8/07/2022	$495	0.6	$297.00	Planning & Controls	Drafting payment schedule for all trading payments paid and unpaid. Reconciling remuneration application against the same.
Elyse Diamond	11/07/2022	$495	0.8	$396.00	Trade On Accounting	Preparing payment of counsel fees via Bank Australia per K Conneely request. Update to Ashurst on the same.
Elyse Diamond	11/07/2022	$495	0.7	$346.50	Trade On Accounting	Receipts and no action payments in Insol for term deposit changes and transfers.
Elyse Diamond	12/07/2022	$495	0.7	$346.50	Trade On Accounting	Finalising pre appointment account reconciliations and postings. Discussing the same with CAT team. Distinguishing different APM accounts.
Elyse Diamond	12/07/2022	$495	0.8	$396.00	Planning & Controls	Updating payment schedule and reconciliation for partial payments and legal fees. Reviewing prior to request for advice on payment and asset structure.
Sophia Spiliotopoulos	12/07/2022	$745	0.8	$596.00	Trade On Accounting	Review no action receipts and payments as prepared by E Diamond. Discuss with E Diamond.
Elyse Diamond	15/07/2022	$495	0.8	$396.00	Trade On Accounting	Preparing Ashurst payments of invoices via Bank Australia. Email on the same, memorandum on payment reasoning.
Elyse Diamond	15/07/2022	$495	0.1	$49.50	Trade On Accounting	Email to Opal in respect of invoices received.
Elyse Diamond	8/08/2022	$495	0.8	$396.00	Trade On Accounting	Preparing payment batch - KM fees, transfer at call to cheque account. Discussing same S Spiliotopoulos. Updating cash position tracker.
Sophia Spiliotopoulos	9/08/2022	$745	0.1	$74.50	Trade On Accounting	Review and approve payment as prepared by E Diamond.
Elyse Diamond	17/08/2022	$495	0.8	$396.00	Planning & Controls	Update of payment schedule and cash flow forecast for the Fund.
Elyse Diamond	18/08/2022	$495	1.2	$594.00	Trade On Accounting	Preparing payment batch of 8x property related expenses.
Elyse Diamond	18/08/2022	$495	0.9	$445.50	Trade On Accounting	Preparing payment batch of 5x legal fees invoice via Insol.
Elyse Diamond	18/08/2022	$495	0.6	$297.00	Trade On Accounting	Preparing account transfers between Macquarie at call and transaction accounts.
Sophia Spiliotopoulos	22/08/2022	$745	0.8	$596.00	Trade On Accounting	Review two batches of account transfers and then payments, as prepared by E Diamond. Email to team.
Kate Conneely	23/08/2022	$795	0.1	$79.50	Trade On Management	Review and approve invoices payments.
Elyse Diamond	23/08/2022	$495	0.2	$99.00	Trade On Accounting	Correspondence with Ashurst in respect of additional invoices required.
Elyse Diamond	23/08/2022	$495	0.2	$99.00	Suppliers - Services	Email following up Energy Australia invoices.
Sophia Spiliotopoulos	29/09/2022	$745	0.3	$223.50	Trade On Accounting	Review and approve bank reconciliations.
Sophia Spiliotopoulos	4/10/2022	$745	0.2	$149.00	Trade On Accounting	Emails and discussion with E Diamond regarding payments required.
Sophia Spiliotopoulos	6/10/2022	$745	0.5	$372.50	Suppliers - Services	Review engagement letter from Fitzalan Advisory and discuss with E Diamond the work required. Mark up.
Sophia Spiliotopoulos	10/10/2022	$745	0.3	$223.50	Trade On Accounting	Review batch of payments as prepared by E Diamond. Email to team.
Elyse Diamond	10/10/2022	$495	1.1	$544.50	Trade On Accounting	Payment batch of pre-sale property invoices and legal fees. Discussing same. Memo on the same.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Trade On Accounting	Completing no action payments for accounting of invoices in Bank Australia.
Elyse Diamond	14/10/2022	$495	1.3	$643.50	Trade On Accounting	Completing no action payments to account for transfer of term deposits to at call accounts.
Elyse Diamond	14/10/2022	$495	0.9	$445.50	Trade On Accounting	Reconciliation of various bank accounts. Commence preparation of payments and receipts in accounting software.
			20.0	**$10,272.00**		
Total			**266.70**	**$151,096.00**		

Practice Statement Insolvency 5: Remuneration reporting

Approved: 24 November 2020 (Version 2)

This Practice Statement provides guidance to Members on:

- the information to be provided to creditors in respect of Remuneration for all Administrations, excluding appointment as a Controller
- the information to be provided for the approval of Internal Disbursements for all Administrations, excluding appointment as a Controller and
- guidance on information to be provided to the Court when seeking approval of Remuneration.

This guidance is compliant with the ARITA Code and the requirements of the relevant Legislation.

This version of the PSI is effective from 31 March 2021. Earlier adoption of this PSI is permitted.

Contents

5.1 Interpretation and Definitions 2
5.2 Reporting points....2
5.3 Timing of information 3
5.4 Information to be provided....4
5.5 Sources of Funding 15
5.6 Templates....16
5.7 Court applications....17
5.8 Version information....17
Appendix 1: Template – Pre-appointment proposed basis of Remuneration disclosure 18
Appendix 2: Template – Initial Remuneration Notice 22
Appendix 3: Template – Remuneration Approval Report....25
Appendix 4: Guidance for Court applications 53

Refer also to

- Code of Ethics
- COPP: Insolvency Services, section 5
- PSI8: Remuneration
- PSI7: Disbursements and Expenses

5.1 Interpretation and Definitions

Members must refer to Sections 3 and 4 of the COPP: Introduction for how the Practice Statement is to be interpreted and applied.

Definitions that apply to the Standard are at Section 6 of the COPP: Introduction.

5.2 Reporting points

There may potentially be four different points where information about Remuneration is reported to creditors:

1. Pre-appointment proposed basis of remuneration disclosure to directors/individual Insolvents in director or debtor led Appointments
2. Initial Remuneration Notice to creditors (with the first communication)
3. Remuneration Approval Report to creditors (before approval of Remuneration)
4. Reporting to creditors about outcomes and Remuneration drawn (optional).

In some instances, a Member may choose to seek approval of Remuneration in the same report as the Initial Remuneration Notice. This is acceptable as long as all reporting requirements are included.

Members can choose to report back to creditors about outcomes and Remuneration drawn. Where there are insufficient funds to meet the cost of this additional report, Members do not have to do so.

Members should note the specific legal requirements in relation to Remuneration Claim Notices for personal insolvency Administrations.

More than one request for the approval of Remuneration may be made during the conduct of an Administration.

5.3 Timing of information

The table below summarises the timing of the provision of information for each Remuneration basis. Full details of reporting requirements appears at 5.4 below.

Basis of Remuneration	Pre-appointment proposed basis of remuneration	Initial Remuneration Notice (IRN) - First communication after Appointment	Remuneration Approval Report (RAR) - after appointment or during Administration	During the Administration (Remuneration Approval Report (RAR) or report on remuneration drawn)
Time based	Advice on the Remuneration basis that is proposed to be used for the administration and an estimate of the cost (not mandatory). Applicable to director or Debtor led appointments only.	Advice on the basis chosen and rates (if time based). Estimate of fees (must be provided) and comparison to the pre-appointment estimate, (if one was provided). The method for the calculation of internal and external disbursements.	Report on work undertaken and request approval of quantum. Comparison to initial estimate of fees provided to creditors in IRN.	Report on work undertaken and request further approvals (if required).
Prospective Fee (time based)			Request for approval for time based charging to a capped amount. Comparison to initial estimate of fees provided to creditors in IRN.	Report on work undertaken and request further approvals (if required).
Fixed fee			Request for approval of the quantum. Comparison to initial estimate of fees provided to creditors in IRN.	Report on achievement of milestones for the drawing of Remuneration.
Percentage			Request for approval of the arrangement. Comparison to initial estimate of fees provided to creditors in IRN.	Report on the factors underlying the entitlement to claim the Remuneration.
Contingency				Report on the achievement of the contingency event or otherwise.
Note: Mixed Fee Arrangements: There will be circumstances where a Member will seek approval for a different basis of Remuneration for a particular aspect of an appointment or finalisation of the appointment; the appropriate information (refer 5.4 below) will need to be provided at the time of seeking the creditors' approval of that arrangement.				

5.4 Information to be provided

Refer also to

- COPP: Insolvency Services, section 5
- PSI8: Remuneration
- PSI7: Disbursements

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Pre-appointment proposed basis of remuneration (to directors/individual Insolvent in debtor led appointments only) **(Refer Appendix 1 for template)**	• A brief explanation of the types of methods that can be used to calculate Remuneration • The particular method or methods that the Member intends to use to calculate Remuneration in the Administration • An explanation why the Member considers this method to be suitable for the Administration • The scale of hourly rates to be applied (where Remuneration will be sought on a time basis) • An explanation that: - the actual Remuneration drawn in the Administration will be that approved by the Approving body after the Approving body is provided with a Remuneration report in accordance with the applicable Legislation and ARITA Code of Professional Practice; - creditors will be advised of the basis proposed to directors/individual Insolvent; and - if the directors/individual Insolvent or other Entity has made, or will be making, an Upfront Payment for the purposes of the Member's Remuneration, approved Remuneration over and above this amount can be paid from the assets of the Administration.				

<table>
<tr><td></td><td colspan="5">Basis of Fee Approval</td></tr>
<tr><td></td><td>Time – Retrospective</td><td>Time – Prospective</td><td>Fixed</td><td>Percentage</td><td>Contingent</td></tr>
<tr><td>Pre-appointment proposed basis of remuneration (to directors/individual Insolvent in debtor led appointments only) (continued)</td><td colspan="5">• There is no mandatory requirement to provide an estimate of cost of the Administration to the directors/individual Insolvent, but where an estimate of the cost of the Administration is provided, it has to be in writing to the directors/individual Insolvent as part of the pre-appointment disclosure, clearly detailing any variables which may affect the estimate.

• Advise the director/individual Insolvent that:
- creditors will be advised of the estimate provided to the directors/individual Insolvent;
- the actual Remuneration may exceed that estimate and this higher amount can be approved by the Approving body; and
- if the estimate provided differs to any subsequent estimate provided to creditors, an explanation of the variance will be provided to creditors.</td></tr>
<tr><td rowspan="2">Initial Remuneration Notice (IRN)

(Refer Appendix 2 for template)</td><td colspan="5">The following information is provided to creditors regarding Remuneration in their first communication with creditors pursuant to IPR 70-35 for all Administrations except Appointments as a Controller:
• a brief explanation of the types of methods that can be used to calculate Remuneration
• the particular method or methods that the Member intends to use to calculate Remuneration in the Administration
• why the Member considers this method to be suitable for the Administration
• an estimate of the expected amount of the Administrator’s Remuneration and any factors that will affect that estimate
• details of any estimate or fee provided to directors/individual Insolvent prior to the appointment; and
• if the estimate or fee provided to the directors/individual Insolvent is now different to the estimate provided in the IRN, an explanation of the change from the pre-appointment information provided.
• details of the basis of recovering any internally generated Disbursements that will be charged to the Administration (e.g. Page rate for photocopying done internally)
• details of the basis of recovering any external disbursements that will be charged to the Administration (e.g. at cost)</td></tr>
<tr><td>If a Member is intending to use time based Remuneration (either retrospectively or prospectively), they have to also provide the scale of rates that will be used, including qualifications and experience generally of staff at each level.</td><td></td><td></td><td></td><td></td></tr>
</table>

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) **(Refer Appendix 3 for template)**	**Details of the Remuneration claimed** ARITA's recommended Remuneration Approval Report (RAR) template, as adapted for the facts and circumstances of the particular Administration, should be used as the means of giving creditors the information they need to make an informed decision at the meeting as to the reasonableness of the Remuneration. It is a guide for time based Remuneration claims (retrospective and prospective) and may assist with other bases of Remuneration claims. If broadly followed, the proposed format constitutes good practice.				
Note: This table includes requirements from the Corporations Act/ Bankruptcy Act and COPP: Insolvency Services for a RAR	Where a time based Remuneration claim for retrospective fees is being made, the Member will need to report to the relevant Approving body on: • a description of work performed, broken down into the major tasks • the amount of time spent on each major task • the costs of each major task • the classification of staff engaged on the Administration for each major task	Where a time based Remuneration claim for prospective fees is being made, the Member will need to report to the relevant Approving body on: • a summary description of the major tasks still remaining to be done for the period that the Remuneration is sought (e.g. to completion or other relevant milestone); • an explanation of the estimated fees remaining to complete the Administration (or to the next major	Where a fixed fee is claimed, the Member will need to report to the relevant Approving body on: • the amount of the fixed fee proposed; • the basis upon which the fee has been calculated (work to be undertaken and the costs for each category of work and scope of work) in the same manner as for prospective fees; • the services to be provided for the fixed fee amount	Where a percentage based claim is made, information must be provided to the relevant Approving body to enable it to make an informed assessment of whether the percentage is reasonable. The Member will need to report to the relevant Approving body on: • the percentage proposed; • the nature and estimated value of the individual assets realised or to be realised (or if the percentage	If a contingency arrangement within the scope of the COPP: Insolvency Services is proposed, there will need to be full disclosure of the proposed arrangement to the relevant Approving body, including: • exactly what the arrangement is contingent upon; • how achievement of the contingency will be assessed; • what the Member's Remuneration will be, or range of Remuneration, in

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) (continued)	• when it is proposed that the fees be drawn. The Member needs to make a declaration that that the work in progress report for the Administration has been reviewed to ensure that Remuneration is only being claimed for necessary and proper work.	milestone) including the estimated fees for each major task; • a monetary 'cap' on the Remuneration; • when it is proposed that the fees be drawn (for example, monthly).	in sufficient detail for the Approving body to make an informed decision about why the fee is reasonable; • what services will not be included in the fixed fee and the basis of charging for these excluded services; and • the milestones as to when Remuneration will be drawn from the Administration. Note: a Member must not draw fixed fee Remuneration up-front (COPP: Insolvency Services 3.2.5). A Member seeking a fixed fee basis for Remuneration needs to include in the	is to be applied to another factor, the value of that factor); • the formula to be applied for calculation of the Remuneration; • what services are to be provided for this percentage amount and the tasks that will comprise this work; • what work has been, or is intended to be outsourced that would normally be carried out by the Member or their staff and whether this outsourced work will be billed separately or included in the percentage based	the event that the contingency is or is not achieved; • why a contingency arrangement is in the best interests of creditors; and • when the Remuneration will be drawn. If a Member is intending to make a claim for Remuneration on a contingency basis, it is recommended that disclosure is made and approval received from creditors prior to the work commencing.

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) (continued)			quote for the fixed fee the: • costs of all statutory investigations; • costs of reporting to the creditors and Regulators; • cost of issuing letters of demand for preferences; and • costs of meeting all statutory obligations. **Example** Acceptable exclusions • litigation for recovery of preference payments. • litigation for insolvent trading. If a Member is intending to make a	Remuneration claim; • the milestones as to when the Remuneration will be drawn from the Administration; and • the expected range of possible Remuneration outcomes. Full disclosure to creditors of the terms of the arrangement, and the expected Remuneration outcome, or range of possible outcomes to minimise any perception of conflict of interest. If a Member is intending to make a claim for Remuneration on a percentage basis, it is recommended that	

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) (continued)			claim for Remuneration on a fixed fee basis, this must be done at the first opportunity after the Member is appointed. The only exceptions to this are where a Member chooses to make a claim for a fixed fee to enable finalisation of the Administration, or for a specific aspect of the Administration.	this be done at the first opportunity after the Member is appointed. An exception to this is where a Member chooses to make a claim for Remuneration on a percentage basis to undertake a particular task (eg. litigation).	
	Include the following in RAR for all Remuneration types: • A **declaration** that the Remuneration claimed is necessary and proper. • **Comparison of the estimated Remuneration previously provided with the actual Remuneration approval** sought and provide an explanation for any variance. • **Statement of Remuneration claim** – The Member should clearly: o state the precise terms of the agreement(s) sought from the committee or the resolution(s) sought from creditors including the **amount to be approved** and **when the Remuneration will be drawn**. Separate statements of Remuneration claim are required for each distinct Remuneration period (e.g. retrospective and prospective); and o set out the total Remuneration previously determined.				

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) (continued)	• A statement as to whether they anticipate that there will be any further request for approval of Remuneration in the future. • An **estimated total amount, or range of total amounts, of the Remuneration** for the external administration must be provided. • An explanation on the **likely impact of Remuneration** on the dividends (if any) to creditors. • Details of any **Remuneration recoverable from external sources** must be provided. This would include upfront or indemnity payments from directors or other parties, FEG Remuneration payments, Assetless Administration Fund funding, payments from secured creditors and litigation or creditor funding. • Include the following information on **Disbursements**: o general information on the different classes of Disbursements (or refer to the information provided in the IRN); o a declaration that the Disbursements were necessary and proper; o in relation to Internal Disbursements to be paid to the Firm: - what the Disbursement was for; - the quantity and rate (only for Internal Disbursements); and - the amount to be claimed; and o details of the basis of any internal Disbursements that will be charged to the Administration in the future (eg. Page rate for photocopying done internally). o payments direct to third parties from the Administration bank account and Disbursements (with no profit) only need to be clearly included in the receipts and payments (as long as who the payment was made to and what the payment is for is identifiable). If not clearly identifiable in the receipts and payments, they need to be detailed in the body of the report.				

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Remuneration Approval Report (RAR) (continued)	○ Information on the resolutions that will be put to creditors for the approval of Internal disbursements/the basis of future Internal disbursements to a Capped amount. • A **general report** providing the creditors with information about the progress of the Administration, detailing matters resolved and those matters still outstanding. The general report should assist creditors with understanding: • matters that may have contributed to the Remuneration claim; • complexities or difficulties that have been faced by the Member; • goals that have been achieved since the last report; • outcomes including explanations as to why that outcome was better or worse than originally predicted; and • future tasks to be undertaken and why they need to be done. • **A summary of receipts and payments** to and from the Administration bank account must be provided. The receipts and payments summary should be prepared up to a date that is as close as possible to the date on which the notice and report is given to creditors. The summary should be clearly labelled as being prepared 'as at' a particular date or for a specified period. If large or exceptional receipts and payments are received or made after the report is prepared but before the meeting at which the Remuneration claim is to be considered, the Member should provide additional information to committee members or creditors at the meeting. • Where a **Creditor information sheet** on Remuneration is available, the information sheet or information on how to access it must be provided (if not previously provided). • Details on how to obtain **further information**. • For personal insolvency Administrations only, a statement advising creditors/the individual insolvent of their right to request a **Remuneration Claim Notice**, within 20 business days after receiving the Remuneration Approval Report.				

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Future reporting and/or further Remuneration Approval Reports	Any further Remuneration Approval Reports for retrospective fees on time basis have the same reporting requirements as the first RAR. In addition, the Approving body must be advised on: • Remuneration already drawn under prior approval(s); • comparison of actual fees to the estimated fees provided in the initial or subsequent advice to creditors. If there has been prior prospective Remuneration previously approved, provide a detailed explanation as to why further Remuneration approval is being sought, including why the prospective Remuneration amount approved has been exceeded (if	Any further fee Remuneration Approval Reports for prospective fees on a time basis have the same reporting requirements as the first RAR. In addition, the Approving body must be advised on: • Remuneration already drawn under the prospective approval; • a detailed explanation as to why further Remuneration approval is being sought, including why the prospective Remuneration amount previously approved has been exceeded (if applicable) and explain any tasks that still remain to be completed and the expected cost of those tasks.	Once a fee is fixed for an agreed task, set of tasks or the conduct of the Administration, it remains fixed and a Member must not seek further approval if the original estimate is wrong (COPP: Insolvency Services 3.2.5). After approval of a fixed fee, Remuneration reporting will focus on the progress of the work in the Administration, for example by way of explaining milestone achievements, and the work still to be done.	Future reporting to creditors will need to focus on the factors underlying the entitlement to claim the Remuneration, for example by way of reporting on asset realisations and the percentage taken from those realisations to pay Remuneration.	Future reporting to creditors will need to include information on whether the Member has achieved the contingency and the effect on the calculation of the Member's Remuneration.

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
Future reporting and/or further Remuneration Approval Reports (continued)	applicable) and explain any tasks that still remain to be completed and the expected cost of those tasks. If possible, an explanation as to what further fee approvals may be sought in the future, even if prospective fee approval is not being sought at this time. If prospective fee approval is being sought, refer to that column for guidance on reporting requirements.	The above applies even if the Member is only seeking an increase in the previously set capped amount. If the Member is seeking an increase in the capped amount or an additional prospective fee approval amount, they will need to provide the Approving body with an explanation as to the reason for the change in the capped amount. If a Member wishes to change the rate scale other than as agreed, the Member will need to seek Approving body approval and provide the Approving body with an explanation as to the reason for the change in the rate scale.			

	Basis of Fee Approval				
	Time – Retrospective	**Time – Prospective**	**Fixed**	**Percentage**	**Contingent**
	Mixed Bases If a mix of bases are proposed to be used, the Member will need to clearly set out what basis applies to what tasks and report on each different basis using the above guidance.				

5.5 Sources of Funding

Refer also to

- COPP: Insolvency Services, section 5.9

5.5.1 FEG payments

Funding received in relation to Fair Entitlements Guarantee (FEG) to facilitate a FEG distribution to employees may be a limited or partial funding agreement. As such, where higher fees are incurred than the amount agreed with FEG there is no restriction in the administration being charged for the shortfall on the basis that all Remuneration claimed is necessary and properly incurred in accordance with ARITA's Code.

While the money received from FEG is not subject to Approving Body approval and can be paid directly to the Appointee, any shortfall must be appropriately approved in accordance with the relevant legislation prior to drawing. In seeking creditor approval for any shortfall, Members must provide separate disclosure of the total time charged, FEG receipt(s) and any shortfall amount in the Remuneration report.

Members must ensure that they do not "double dip" in relation to FEG Remuneration and that the amount received from FEG is allocated to the Administration. To facilitate this, Members must ensure that any work undertaken in relation FEG distributions is appropriately identified in their time recording system, including an adjustment for any direct payments from FEG.

5.5.2 Assetless Administration funding

Funding received from ASIC under the AAF may be a limited or partial funding agreement. As such, if higher fees are incurred than the amount agreed with ASIC there is no restriction in the administration being charged for the shortfall on the basis that all Remuneration claimed is necessary and properly incurred in accordance with ARITA's Code.

Members should refer to RG 109 for ASIC guidance on whether approval is required for funding from the AAF.

If approval is not required, any shortfall must be appropriately approved in accordance with the Corporations Act prior to drawing. In seeking creditor approval for any shortfall, Members must provide separate disclosure of the total time charged, ASIC receipt(s) and any shortfall amount in the Remuneration Approval Report.

Members must ensure that they do not "double dip" in relation to this Remuneration and that the amount received from ASIC is allocated to the Administration. To facilitate this, Members must ensure that any work undertaken for ASIC in relation the AAF is appropriately identified in their time recording system, including an adjustment for any direct payments from ASIC.

5.5.3 Litigation funding

Remuneration from litigation funding from any source, must be:

- paid into and drawn from the Administration bank account; and
- disclosed and approved in accordance with the requirements of the COPP: Insolvency Services.

5.5.4 Creditor funding

Remuneration from funding by creditors provided for any purpose, must be:

- paid into and drawn from the Administration bank account; and
- disclosed and approved in accordance with the requirements of the COPP: Insolvency Services.

5.5.5 Secured creditor funding

Where secured assets are realised in the course of an Administration, except for Appointments as a Controller, any Remuneration in relation to the realisations, including funds withheld from realisations or payments made directly by the Secured Creditor, must be:

- paid into and drawn from the Administration bank account; and
- disclosed and approved in accordance with the requirements of the COPP: Insolvency Services.

5.6 Templates

There are three templates provided in this Practice Statement:

1. Pre-appointment proposed basis of remuneration disclosure (Appendix 1)
2. Initial Remuneration Notice to creditors (Appendix 2)
3. Remuneration Approval Report to creditors (Appendix 3)

The recommended format for a report to creditors could be used by Members seeking retrospective and/or prospective determination of Remuneration on a time basis, although aspects of the report may be useful for other Remuneration bases.

This report might not be suitable for reporting on Remuneration for an appointment as a Controller, and Members are encouraged to seek guidance from their appointor as to the required format of their Remuneration reporting.

Reports have to be tailored to the particular circumstances of each Administration. Members have to exercise their professional judgment when putting together a report to committee members or creditors.

It is recommended that the Remuneration Approval Report accompany, or be combined with, a general report that the Member is preparing for committee members or creditors. For example, where a voluntary administrator is seeking the determination of Remuneration at the meeting to consider the company's future and the Member is already under an obligation to prepare Voluntary Administrator's report under IPR Corp 75-225, the Remuneration Approval Report should be provided to creditors at the same time.

Committee members or creditors might not be familiar with insolvency procedures and are not being remunerated for their time. Therefore, providing more information does not necessarily

inform creditors in a more effective manner than providing less: it is the relevance and quality of the information, rather than the quantity, that is the key.

It is good practice for committee members or creditors to be made aware that all supporting documentation may be viewed if requested, provided sufficient notice is given to the Member.

5.7 Court applications

Applications to the Court may be made where approval of Remuneration is unable to be obtained from the Committee of Inspection (if there is one) or the creditors.

An application to the Court will require an affidavit. A list of matters that could be considered for inclusion in the affidavit material is included at Appendix 4.

5.8 Version information

Version number	Approved date	Effective date
Version 1	16 September 2019	1 January 2020
Version 2	24 November 2020	31 March 2021

Appendix 1: Template – Pre-appointment proposed basis of Remuneration disclosure

This is the suggested format for the pre-appointment advice to directors/individual Insolvents regarding the proposed basis of Remuneration. This advice is to be used for all Appointments made by directors/Debtors, this specifically excludes Controllers, members' voluntary liquidations or any Appointment made by the court.

This template has been prepared on the basis that no fixed fee or quote has been provided by the Member – only an estimate. If a fixed fee or quote has been provided, you will need to customise this template accordingly.

Remuneration advice

[Insolvent]
ACN [ACN] (if applicable)

Introduction

You have requested that I consent to act as *[appointment type]* for the above company. This information sheet is to assist you with understanding how remuneration is calculated and paid in a *[administration type]*.

Whilst I may provide you with an estimate of the cost of the *[administration type]* in this document, I advise that the actual remuneration drawn will be subject to the approval of the creditors, committee of creditors or court, after I have provided a remuneration approval report.

If I have provided you with an estimate of the cost of the administration, this information will be provided to creditors in my initial remuneration notice. However, the actual remuneration that is approved by creditors may exceed this estimate and this higher amount can be approved by the creditors, a committee of the creditors (called a Committee of Inspection) or the court. If the estimate that I provide to creditors differs to the estimate that I have provided to you, I will provide an explanation to creditors for the variance. *[if no estimate is provided, delete this paragraph – any estimates provided verbally should be confirmed in writing]*

If you have paid or are paying money up front, or are providing me with an indemnity, for the purposes of my remuneration, you should be aware that approved remuneration may exceed this amount and can be paid from the assets of the *[administration type]*.*[if no indemnity or Upfront Payment, this paragraph can be deleted.]*

Remuneration Methods

There are four basic methods that can be used to calculate the remuneration charged in a *[administration type]*. They are:

A. ***Time based / hourly rates:*** This is the most common method. The total fee charged is based on the hourly rate charged for each person who carried out the work multiplied by the number of hours spent by each person on each of the tasks performed.

B. ***Fixed Fee:*** The total fee charged is normally quoted at the commencement of the administration and is the total cost for the administration. Sometimes a *[appointment type]* will finalise an administration for a fixed fee.

C. ***Percentage****:* The total fee charged is based on a percentage of a particular variable, such as the gross proceeds of assets realisations.

D. ***Contingency:*** The fee is structured to be contingent on a particular outcome being achieved.

Method proposed

Given the nature of this administration, I propose that my remuneration will be calculated on *[insert basis]*. This is because:

- *[Provide reasoning for the fee calculation method chosen.]*

Examples of reasoning for choosing time based Remuneration:

- *It ensures that creditors are only charged for work that is performed.*
- *I will be required to perform a number of tasks which do not relate to the realisation of assets, for example responding to creditor enquiries, reporting to ASIC, distributing funds in accordance with the provisions of the Corporations Act or the Bankruptcy Act.*
- *I am unable to estimate with certainty the total amount of fees necessary to complete all tasks required in the Administration.*
- *I have a time recording system that can produce a detailed analysis of time spent on each type of task by each individual staff member utilised in the administration;*
- *time based remuneration calculates fees upon a basis of time spent at the level appropriate to the work performed;*
- *the method provides full accountability in the method of calculation]*

Details of the hourly rates are included below. *[delete if hourly rates are not being used]*

Creditors will be advised of the proposed basis of remuneration in my initial remuneration advice to them.

Estimate of the cost of the administration

[If you are providing the directors/individual Insolvent with an estimate of the cost of the administration, that information should be provided here. If an estimate is not being provided, this section can be deleted.]

I estimate that this administration will cost approximately $*[amount]* to complete, subject to the following variables which may have a significant effect on this estimate and that I am unable to determine until I have commenced the *[administration type]*:

- *[list variables here]*

Explanation of Hourly Rates

[Use the following guidance for time based remuneration only. Not required for other bases of remuneration.]

The rates for my remuneration calculation are set out in the following table together with a general guide showing the qualifications and experience of staff engaged in the administration and the role they take in the administration. The hourly rates charged encompass the total cost of providing professional services and should not be compared to an hourly wage.

Title [2]	**Description** [3]	**Hourly Rate (excl GST)**
Appointee		$
Director		$
Senior Manager		$
Manager		$
Supervisor		$
Senior		$
Intermediate		$
Secretary		$
Clerk		$
Junior		$

[Notes:

1. *Delete these notes from the completed table.*
2. *Each firm should develop a table which is appropriate for their firm using the columns set down in the above table.*
2. *These are example titles only. Each firm should use the titles appropriate to their firm.*
3. *Information that should be incorporated in the description column includes years of experience, qualifications, education, staff supervised etc.]*

Acknowledgement

To acknowledge that you have received and understood the information that I have provided to you, please sign and date this document and return it to me on or before making the appointment.

Sign: ……

Name: ……

Date: ……

Appendix 2: Template – Initial Remuneration Notice

Initial Remuneration Notice

Insolvent Name ([Basis of appointment])
ACN/Estate reference

The purpose of the Initial Remuneration Notice is to provide you with information about how I propose my remuneration for undertaking the *[administration type]* will be set.

1 Remuneration Methods

There are four basic methods that can be used to calculate the remuneration charged by an insolvency practitioner in an *[administration type]*. They are:

A. ***Time based / hourly rates:*** This is the most common method. The total fee charged is based on the hourly rate charged for each person who carried out the work multiplied by the number of hours spent by each person on each of the tasks performed.

B. ***Fixed Fee:*** The total fee charged is normally quoted at the commencement of the administration and is the total cost for the administration. Sometimes a *[appointment type]* will finalise an administration for a fixed fee.

C. ***Percentage:*** The total fee charged is based on a percentage of a particular variable, such as the gross proceeds of assets realisations.

D. ***Contingency:*** The fee is structured to be contingent on a particular outcome being achieved.

2 Method chosen

Given the nature of this administration, I propose that my remuneration be calculated on *[insert basis]*. This is because:

- *[Provide reasoning for the fee calculation method chosen.*

Examples of reasoning for choosing time based Remuneration:

- *It ensures that creditors are only charged for work that is performed.*
- *I am required to perform a number of tasks which do not relate to the realisation of assets, for example responding to creditor enquiries, reporting to ASIC, distributing funds in accordance with the provisions of the Corporations Act or the Bankruptcy Act.*
- *I am unable to estimate with certainty the total amount of fees necessary to complete all tasks required in the Administration.*
- *I have a time recording system that can produce a detailed analysis of time spent on each type of task by each individual staff member utilised in the administration;*
- *time based remuneration calculates fees upon a basis of time spent at the level appropriate to the work performed;*
- *the method provides full accountability in the method of calculation.*

If you have chosen a basis other than time based remuneration, you will have to provide reasons for the basis that you have chosen.]

3 Explanation of Hourly Rates

[Use the following guidance for time based remuneration only. Not required for other bases of remuneration.]

The rates for my remuneration calculation are set out in the following table together with a general guide showing the qualifications and experience of staff engaged in the administration and the role they take in the administration. The hourly rates charged encompass the total cost of providing professional services and should not be compared to an hourly wage.

Title [2]	**Description** [3]	**Hourly Rate (excl GST)**
Appointee		$
Director		$
Senior Manager		$
Manager		$
Supervisor		$
Senior		$
Intermediate		$
Secretary		$
Clerk		$
Junior		$

[Notes:
1. *Delete these notes when the table is completed.*
2. *Each firm should develop a table which is appropriate for their firm using the columns set down in the above table.*
2. *These are example titles only. Each firm should use the titles appropriate to their firm.*
3. *Information that should be incorporated in the description column includes years of experience, qualifications, education, staff supervised etc.]*

4 Estimated remuneration

[The Act requires that you provide an estimate of the expected amount of remuneration for the Administration (corporate and personal) – IPR 70-35. You can provide a range.]

I estimate that this *[administration/estate]* will cost approximately $XXX to $XXX to complete, subject to the following variables which may have a significant effect on this estimate and that I am unable to determine at this early stage:

- *[list variables here]*

[If you provided an estimate to the directors/Debtor prior to your appointment, provide details here, otherwise delete this paragraph]Prior to my appointment, I provided an estimate of the cost of the administration to the directors. [Comment on the estimate provided to directors/individual Insolvent in the Pre-appointment proposed basis of remuneration. Example: This estimate is consistent with the estimate provided to the [directors/[Debtor Name]] prior to my appointment OR This estimate varies from the estimate provided to [the directors/[Debtor Name]] prior to my appointment for the following reasons:

- *(provide reasons).]*

[If you have received an Upfront Payment or Indemnity, insert the details here, otherwise delete this paragraph]I received an [up-front payment OR indemnity] to contribute to the estimated costs. [Insert basic details of party providing up-front payment or indemnity and amount]. This has been disclosed in my declaration of relevant relationships and indemnities. Approved remuneration may exceed the amount of this [up-front payment OR indemnity] and can be paid from the assets of the administration after approval by creditors or the Court.

5 Disbursements

Disbursements are divided into three types:

- ***External professional services*** - these are recovered at cost. An example of an externally provided professional service is legal fees. It does not include insolvency services, as insolvency services are claimed as remuneration.
- ***External non-professional costs*** – these are recovered at cost. Examples of external non-professional expenses include travel, accommodation and search fees.
- ***Firm non-professional costs*** – such as photocopying, printing and postage. These costs, if charged to the Administration, would generally be charged at cost; though some expenses such as telephone calls, photocopying and printing may be charged at a rate which recoups both variable and fixed costs. The recovery of these costs must be on a reasonable commercial basis.

I am not required to seek creditor approval for expenses paid to third parties or for disbursements where I am recovering a cost incurred on behalf of the administration, but I must account to creditors. I must be satisfied that these expenses and disbursements are appropriate, justified and reasonable.

I am required to obtain creditor's consent for the payment of a disbursement where I, or a related entity of myself, may directly or indirectly obtain a profit. In these circumstances, creditors will be asked to approve my disbursements prior to these disbursements being paid from the administration.

Details of the basis of recovering disbursements in this administration are provided below.

Disbursement type *[Suggestion only – delete or add as appropriate]*	**Rate (excl GST)**
External professional services	At Cost
External non-professional services	At Cost
Firm non-professional costs	
Phone calls	At Cost
Binding	$XX per bind
Faxes	$XX per page
Photocopying	$XX per page
Stationery – folders	$XX per folder
Stationery – filing index	$XX per set
Staff per diem travel allowance	$XX per day
Staff vehicle use	$XX per km

Scale applicable for the financial year ending 30 June 20*[xx]*

[Date of issue]

Appendix 3: Template – Remuneration Approval Report

Remuneration Approval Report

[Company]
ACN [ACN]

1. Summary

If this is not a VA:

I am asking creditors to approve my remuneration of $X [and disbursements of $D].

OR If this is for a VA:

I am asking creditors to approve the following remuneration and disbursements:

	Remuneration	**Disbursements**
Voluntary Administration	$	$
If a DOCA is accepted	$	$
If company is liquidated	$	$

If there is more than one resolution being sought add this sentence for all administrations: *Details of remuneration and disbursements can be found in sections 3 and 4 of this report.*

[Creditors will be asked to pass resolutions at the meeting on [date] OR *I am asking creditors to approve my remuneration via a proposal without a meeting.]*

[Creditors have previously approved my remuneration of $Y [and disbursements of $D2].

If there was a previous administration type (eg. VA preceding a CVL) then provide a breakdown of the previously approved remuneration and disbursements for each administration.

Consider whether a small table may be more suitable where there have been multiple administrations. For example:

Creditors have previously approved my remuneration [and disbursements] of:

	Remuneration	**Disbursements**
Liquidation	$	$
Previous voluntary administration	$	$

I estimate that the total cost of this [appointment type] will be $EST [amount or range]. *[This is consistent with the previous estimates that I provided to you OR this has increased/decreased from my previous estimate because of [detailed reasons]]*

[*This is my final remuneration approval request* OR *I expect that there will be […explain what further remuneration approval requests will be made, including if possible likely timing of future requests and why approval will be sought. For example: At this stage I am only seeking approval of initial remuneration to allow me to commence my investigations and attend to my statutory duties. I will be seeking further approval of remuneration when I send out my three-month report*

to creditors. At that time, I will have a better understanding of actions that I will need to take in the liquidation.].

2. Declaration

I have undertaken an assessment of this remuneration *[and disbursement]* claim in accordance with the law and applicable professional standards. I am satisfied that the remuneration [*and disbursements*] claimed is necessary and proper.

Only for retrospective time-based claims - *I have reviewed the work in progress report for the [appointment type] to ensure that remuneration is only being claimed for necessary and proper work performed and [have made the following adjustments: (list adjustments made) OR no adjustment was necessary*.

3. Remuneration sought

The remuneration I am asking creditors to approve is as follows:

Table to specify components of remuneration resolutions to be put to meeting. Adjust information provided if claim is not on a time basis – information provided should reflect components of remuneration resolution(s) at Schedule C. Have regard to guidance in the Code and PSIs about information to be provided for different basis.

[**Table format for administrations other than Vas** (option for VA below)(amend as necessary):]

For	Period	Amount	Rates to apply	When it will be drawn
Work I have already done	[date] to [date]	$X (excluding GST)	Provided in my IRN sent to creditors on [IRN date]	[specify periods at which propose to withdraw funds to pay remuneration. eg. Immediately, when funds are available or at the end of the [administration type]]
Future work	[date] to [date]	$X (excluding GST)	[if remuneration is time based, specify the hourly rates that will be applied and any uplift to be applied in the future]	[specify periods at which propose to withdraw funds to pay remuneration. eg. monthly or at the end of the [administration type]]
	TOTAL	**$[TOTAL] (excluding GST)**		

[**Table format for VAs** (amend as necessary):]

I will only seek approval of resolutions for the DOCA if creditors agree to the proposal offered. Similarly, I will only seek approval of the resolution for the liquidation if creditors vote to place the company into liquidation.

For	Period	Amount	Rates to apply	When it will be drawn
Work I have already done	[date] to [date2]	$X (excluding GST)	Provided in my IRN sent to	[specify periods at which propose to

For	Period	Amount	Rates to apply	When it will be drawn
			creditors on [IRN date]	withdraw funds to pay remuneration. eg. Immediately, when funds are available or at the end of the [administration type]]
Future work to meeting date	[date2] to [meeting date]	$X (excluding GST)	[if remuneration is time based, specify the hourly rates that will be applied and any uplift to be applied in the future]	[specify periods at which propose to withdraw funds to pay remuneration. eg. Immediately, when funds are available or at the end of the [administration type]]
Voluntary Administration total		**$**		
Future work from meeting to execution of DOCA	[meeting date] to execution of DOCA	$X (excluding GST)	[if remuneration is time based, specify the hourly rates that will be applied and any uplift to be applied in the future]	[specify periods at which propose to withdraw funds to pay remuneration. eg. Immediately, when funds are available or at the end of the [administration type]]
Future work - DOCA	Execution of DOCA to finalisation of DOCA	$X (excluding GST)		
DOCA total		**$**		
Future work – Liquidation	[meeting date] to finalisation of liquidation	$X (excluding GST)	[if remuneration is time based, specify the hourly rates that will be applied and any uplift to be applied in the future]	[specify periods at which propose to withdraw funds to pay remuneration. eg. Immediately, when funds are available or at the end of the [administration type]]
Liquidation total		**$**		

Notes (delete before finalising report):

1. Only need to provide schedule of rates if time based and rates have changed from what has previously been provided to creditors (for example in the IRN).
2. The totals of the three components in the VA table should match with the totals in the summary at section 1.

Details of the [*work already done* OR *future work that I intend to do* OR *work already done and future work that I intend to do*] are included at Schedule A.

Only if remuneration is on a time basis - *Schedule B includes a breakdown of time spent by staff members on each major task for work I have already done*.

Actual resolutions to be put to the meeting are included at Schedule C for your information. These resolutions also appear in the *[proxy form for the meeting/proposal form*] provided to you.

4. Disbursements sought [only include if approval of disbursements are sought]

I am not required to seek creditor approval for costs paid to third parties or where I am recovering a cost incurred on behalf of the administration, but I must provide details to creditors. Details of these amounts are included in the attached Receipts and Payments (Refer Part 9 below).

Note: If the receipts and payments do not clearly show payments to third parties or payments to the appointee as reimbursement of a cost incurred on behalf of the administration – they will need to be disclosed in a separate schedule and the information above changed.

I am required to obtain creditor's consent for the payment of a disbursement where I, or a related entity of myself, may directly or indirectly obtain a profit.

For more information about disbursements, please refer to the Initial Remuneration Notice sent to you on [IRN date].

The disbursements I would like creditors to approve is as follows *[amend as necessary]*:

For	Period	Amount
Disbursements I have already incurred	[date] to [date]	$
Future disbursements	[date] to [date or point in time eg. End of administration]	$
	TOTAL	$[TOTAL]

Details of the disbursements incurred and future disbursements are included at Schedule D. Actual resolutions to be put to the meeting are also included at Schedule D. These resolutions also appear in the *[proxy form for the meeting/proposal form*] provided to you.

5. Previous remuneration approvals [*only include if you have previously had remuneration approved]*

The following remuneration approvals have previously been provided by creditors *[or by the Court or by the Committee of Inspection or (for personal insolvency) by the Inspector-General in Bankruptcy]*:

Period	For	Approving body ***[optional if different approving bodies]***	Amount Approved	Amount paid
[date] to [date]	*[Work already done OR Future work]*		$	$
[date] to [date]	*[Work already done OR Future work]*		$	$
[date] to [date]	*[Work already done OR Future work]*		$	$
TOTAL remuneration previously approved			$	

If there has been a prior administration that has transitioned to this administration, you should include details of the remuneration of the prior administration. You can either incorporate it into the above table with a subtotal for each administration, or include a separate table.

I am now seeking approval of a further $X in remuneration which will bring total remuneration claimed in this [appointment type] to $X.

Only include if remuneration has previously been approved prospectively: *A full explanation is at Schedule [X]*.

6. Likely impact on dividends

[*Explain the likely impact of the remuneration claim on the dividend (if any) to creditors. It is a statutory requirement to provide this information for all external administrations.*

It is suggested that the report discuss:

- *the general priorities in an administration / liquidation*
- *that any dividend will ultimately be impacted by the realisations achieved by the appointee and the value of creditor claims admitted to participate in the dividend and*
- *that the fees for the work performed to achieve realisations has priority.*
- *comment on the uncertainty.*

Suggested wording:

The Corporations Act sets the order for payment of claims against the company and it provides for remuneration of the [Appointee Type] to be paid in priority to other claims. This ensures that when there are sufficient funds, the [Appointee Type] receives payment for the work done to recover assets, investigate the company's affairs, report to creditors and ASIC and distribute any available funds. Even if creditors approve my remuneration, this does not guarantee that I will be paid, as I am only paid if sufficient assets are recovered.

Any dividend to creditors will also be impacted by the amount of assets that I am able to recover and the amount of creditor claims that are admitted to participate in any dividend, including any claims by priority creditors such as employees.

There are not expected to be sufficient funds to pay a dividend to unsecured creditors. OR I am unable to provide a dividend estimate of any certainty at this stage of the [Appointment Type]. If I do declare a dividend, any creditor whose claim has not yet been admitted will be contacted and asked to submit a proof of debt.

OR

The Corporations Act sets the order for payment of claims against the company and it provides for remuneration of the [Appointee Type] to be paid in priority to other claims. This ensures that when there are sufficient funds, the [Appointee Type] receives payment for the work done to recover assets, investigate the company's affairs, report to creditors and ASIC and distribute any available funds.

Based on:

- realisations to date,

- estimated future realisations,
- my estimated remuneration to complete the [Appointment Type] and
- the estimated total of creditor claims based on the company's records and claims lodged now,

I estimate that a dividend of between [X] and [X] cents in the dollar will be paid in the [Appointment Type]. However, this is subject to a range of variables, particularly the future realisations and creditor claims.*]*

7. Funding received for remuneration and disbursements

If you have not received any funding from external sources – you do not need to include this section of the report.

Any funding obtained from external sources, such as up-front payments, indemnities, litigation funding, creditor funding, Assetless Administration Fund (AAF), Fair Entitlement Guarantee (FEG) funding etc, details of that funding should be provided in this section of the report.

Remuneration that is going to be paid from external sources (other than payments under the FEG or the AAF) must still be disclosed and approved in the usual way prior to the funding being applied to pay remuneration. This section of the report is about disclosure of the funding received.

8. Report on Progress of the Administration

While not strictly part of the Remuneration request, it is important that Members provide progress reports to place the Remuneration claim in context.

It may well be that this information has already been incorporated into a general report to creditors or the Voluntary Administrator's Report. If you include it in a separate report or letter, you do not have to include it here. Rather the Remuneration Approval Report will be supplemental to the main report.

9. Summary of Receipts and Payments

A summary of the receipts and payments for the [appointment type] as at *[date]* is at Schedule [X] to this report.

If this report is being sent out after lodgement of an annual administration return (Form 5602), include the following statement (IPS 70-5):

An annual administration return was lodged with ASIC on [date] which also provides information on the conduct of the administration.

10. [Personal insolvency only - Remuneration Claim Notice and review of remuneration (include if applicable)

I advise that the regulated debtor and/or creditor may elect to receive a remuneration claim notice ('RCN'). The election must be made within 20 business days after receiving this report. I ask that any such requests be made to [postal address or email address]. Creditors and/or the

regulated debtor have 20 business days after receiving a RCN to request the Inspector-General in Bankruptcy to review the remuneration claimed by me.]

11. Queries

If you have any queries in relation to the information in this report, please contact my staff on [*details*].

You can also access information which may assist you on the following websites *[delete ASIC or AFSA as applicable]*:

- ARITA at www.arita.com.au/creditors
- [*ASIC at www.asic.gov.au (search for INFO 85).*
- *AFSA at www.afsa.gov.au (search for "remuneration information sheet".*]

Further supporting documentation for my remuneration claim can be provided to creditors on request.

Attachments:

Schedule A – Details of work

Schedule B – Time spent by staff on each major task

Schedule C – Resolutions

Schedule D - Disbursements

Schedule [X] - Explanation where remuneration previously approved

Schedule [X] – Summary of receipts and payments

Schedule A – Details of work

Example formats are provided for voluntary administrations (assumes 5 resolutions to cover the period from appointment to end of liquidation – edit as required), an appointment with a prospective and retrospective resolution and an appointment with one resolution. Use the example format appropriate for your appointment type – choose only one of the example formats. Example tasks for each task area is included at the end of this section – insert appropriate tasks for the administration into the table.

Where you are accounting for remuneration on a time basis and claiming retrospective and prospective remuneration, you need to include separate listings of tasks. With the new format, they are provide in the same table, but there is a separate column of tasks for each resolution.

Task listings must be provided notwithstanding the method of setting remuneration used. Where a basis other than time is used, it will not be necessary to provide hours spent and it may not be necessary to have periods for work already done and future work (for example, if a fixed fee is used, it may be one fixed fee for the entire Administration). Members should customise the example formats as necessary.

[Example – VA – for tasks refer to example listing of tasks at the end of this section]

		Tasks				
				If DOCA approved		**If coy wound up**
		Work already done	**Future work to meeting date**	**Future work from meeting to ex of DOCA**	**DOCA work**	**Liquidation work**
Period		**[date 1] to [date 2]**	**[date 2] to [meeting date]**	**[meeting date] to execution of DOCA**	**From execution of DOCA to finalisation of DOCA**	**[meeting date] to finalisation of liquidation**
Amount (ex GST)		**[$]**	**[$]**	**[$]**	**[$]**	**[$]**
Task Area	**General Description**					
Assets		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Sale of business as a going concern	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*	*[[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*
	Plant and equipment					
	Sale of real property					

		Tasks				
				If DOCA approved		If coy wound up
		Work already done	Future work to meeting date	Future work from meeting to ex of DOCA	DOCA work	Liquidation work
	Assets subject to specific charges					
	Debtors					
	Stock					
	Other assets					
	Leased assets					
Creditors		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Creditor enquiries, requests and directions					
	Security interest claims					
	Secured creditor					
	Reports to creditors					
	Dealing with Proofs of debt					
	Meeting of creditors					
	Proposals to creditors					
	Proofs of debts					
	Shareholder enquiries					
Employees		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Employee enquiries					
	Fair Entitlement Guarantee					
	Entitlements					
	Employee dividend distribution					
	Workers compensation					
	Other employee issues					

		Tasks				
				If DOCA approved		If coy wound up
		Work already done	Future work to meeting date	Future work from meeting to ex of DOCA	DOCA work	Liquidation work
Trade on		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Trade on management					
	Processing receipts and payments					
	Budgeting and financial reporting					
Investigation		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Conducting investigation					
	Examinations					
	Litigation/Recoveries					
	ASIC reporting					
Dividend		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Processing proofs of debt (POD)					
	Dividend procedures					
Administration		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	Correspondence					
	Document maintenance, file review, checklist					
	Insurance					
	Bank account administration					
	ASIC forms and lodgements					
	ATO and other statutory reporting					
	Finalisation					
	Planning / Review					

		Tasks				
		Work already done	Future work to meeting date	If DOCA approved		If coy wound up
				Future work from meeting to ex of DOCA	DOCA work	Liquidation work
	Books and records / storage					
Other professional services provided by the firm		**[X] hours $**	**[$]**	**[$]**	**[$]**	**[$]**
	[insert description of services undertaken]	*[insert details of included tasks e.g. tax, general accounting etc]*	*[insert details of included tasks e.g. tax, general accounting etc]*	*[insert details of included tasks e.g. tax, general accounting etc]*	*[insert details of included tasks e.g. tax, general accounting etc]*	*[insert details of included tasks e.g. tax, general accounting etc]*

[Example – External administrations other than VA with retrospective and prospective approval - for tasks refer to example listing of tasks at the end of this section]

		Tasks	
		Work already done	Future work
Period		**[date 1] to [date 2]**	**[date 2] to [date 3]**
Amount (ex GST)		**[$]**	**[$]**
Task Area	**General Description**		
Assets		**[X] hours $**	**[$]**
	Sale of business as a going concern	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*
	Plant and equipment		
	Sale of real property		
	Assets subject to specific charges		
	Debtors		
	Stock		
	Other assets		

		Tasks	
		Work already done	**Future work**
	Leased assets		
Creditors		**[X] hours** **$**	**[$]**
	Creditor enquiries, requests and directions		
	Security interest claims		
	Secured creditor		
	Reports to creditors		
	Dealing with Proofs of debt		
	Meeting of creditors		
	Proposals to creditors		
	Proofs of debts		
	Shareholder enquiries		
Employees		**[X] hours** **$**	**[$]**
	Employee enquiries		
	Fair Entitlement Guarantee		
	Entitlements		
	Employee dividend distribution		
	Workers compensation		
	Other employee issues		
Trade on		**[X] hours** **$**	**[$]**
	Trade on management		
	Processing receipts and payments		
	Budgeting and financial reporting		
Investigation		**[X] hours** **$**	**[$]**
	Conducting investigation		
	Examinations		
	Litigation/Recoveries		
	ASIC reporting		
Dividend		**[X] hours** **$**	**[$]**

		Tasks	
		Work already done	**Future work**
	Processing proofs of debt (POD)		
	Dividend procedures		
Administration		**[X] hours** **$**	**[$]**
	Correspondence		
	Document maintenance, file review, checklist		
	Insurance		
	Bank account administration		
	ASIC forms and lodgements		
	ATO and other statutory reporting		
	Finalisation		
	Planning / Review		
	Books and records / storage		
Other professional services provided by the firm		**[X] hours** **$**	**[$]**
	[insert description of services undertaken]	*[insert details of included tasks e.g. tax, general accounting etc]*	*[insert details of included tasks e.g. tax, general accounting etc]*

[Example- Only one remuneration approval sought – retrospective or prospective- for tasks refer to example listing of tasks at the end of this section]

		[Work already done/Future work]
Period		**[date 1] to [date 2]**
Amount (ex GST)		**[$]**
Task Area	**General Description**	
Assets		**[X] hours *[only if retrospective]*** **$**
	Sale of business as a going concern	*[insert applicable tasks from list of example tasks for each Task Area – customise general descriptions and tasks as needed]*
	Plant and equipment	
	Sale of real property	
	Assets subject to specific charges	
	Debtors	
	Stock	
	Other assets	
	Leased assets	
Creditors		**[X] hours *[only if retrospective]*** **$**
	Creditor enquiries, requests and directions	
	Security interest claims	
	Secured creditor	
	Reports to creditors	
	Dealing with Proofs of debt	
	Meeting of creditors	
	Proposals to creditors	
	Proofs of debts	
	Shareholder enquiries	
Employees		**[X] hours *[only if retrospective]*** **$**
	Employee enquiries	
	Fair Entitlement Guarantee	
	Entitlements	
	Employee dividend distribution	
	Workers compensation	
	Other employee issues	
Trade on		**[X] hours *[only if retrospective]*** **$**
	Trade on management	
	Processing receipts and payments	
	Budgeting and financial reporting	
Investigation		**[X] hours *[only if retrospective]*** **$**
	Conducting investigation	
	Examinations	
	Litigation/Recoveries	
	ASIC reporting	
Dividend		**[X] hours *[only if retrospective]*** **$**
	Processing proofs of debt (POD)	
	Dividend procedures	

		[Work already done/Future work]
Administration		**[X] hours *[only if retrospective]*** **$**
	Correspondence	
	Document maintenance, file review, checklist	
	Insurance	
	Bank account administration	
	ASIC forms and lodgements	
	ATO and other statutory reporting	
	Finalisation	
	Planning / Review	
	Books and records / storage	
Other professional services provided by the Firm		**[X] hours *[only if retrospective]*** **$**
	[insert description of services undertaken]	*[insert details of included tasks e.g. tax, general accounting etc]*

List of example tasks

The table included in the report for the particular Administration should properly reflect the work done / to be done on that appointment. Inclusion of the full typical list of tasks from the General Description column for all appointments is not appropriate and is not a proper reflection of the work undertaken / to be undertaken on the appointment. That column is indicative only and should be amended to suit the particular appointment. Use specific details (i.e., detailing specific asset or class of asset realisations).

Task Area	**General Description**	**Includes *[Suggestion Only - delete or add details as appropriate to the work done]***
Assets	Sale of Business as a Going Concern	Preparing an information memorandum Liaising with purchasers Internal meetings to discuss/review offers received
	Plant and Equipment	Liaising with valuers, auctioneers and interested parties Reviewing asset listings
	Sale of Real Property	Liaising with valuers, agents, and strata agent Attendance at auction
	Assets subject to specific charges	All tasks associated with realising a charged asset
	Debtors	Correspondence with debtors Reviewing and assessing debtors' ledgers Liaising with debt collectors and solicitors
	Stock	Conducting stock takes Reviewing stock values Liaising with purchasers
	Other Assets	Tasks associated with realising other assets
	Leasing	Reviewing leasing documents Liaising with owners/lessors Tasks associated with disclaiming leases
Creditors	Creditor Enquiries, Requests & Directions	Receive and respond to creditor enquiries Maintaining creditor request log Review and prepare initial correspondence to creditors and their representatives Documenting Considering reasonableness of creditor requests Obtaining legal advice on requests

Task Area	General Description	Includes *[Suggestion Only - delete or add details as appropriate to the work done]*
		Documenting reasons for complying or not complying with requests or directions Compiling information requested by creditors
	Retention of Title Claims	Search to the PPSR register Notify PMSI creditors identified from PPSR register Receive initial notification of creditor's intention to claim Provision of retention of title claim form to creditor Receive completed retention of title claim form Maintain retention of title file Meeting claimant on site to identify goods Adjudicate retention of title claim Forward correspondence to claimant notifying outcome of adjudication Preparation of payment vouchers to satisfy valid claim Preparation of correspondence to claimant to accompany payment of claim (if valid)
	Secured creditor reporting	Notifying PPSR registered creditors of appointment Preparing reports to secured creditor Responding to secured creditor's queries
	Creditor reports	Preparing Statutory Report by Liquidator OR Voluntary Administrator's report, investigation, meeting and general reports to creditors
	Dealing with proofs of debt	Receipting and filing POD when not related to a dividend Corresponding with OSR and ATO regarding POD when not related to a dividend
	Meeting of Creditors	Preparation of meeting notices, proxies and advertisements Forward notice of meeting to all known creditors Preparation of meeting file, including agenda, certificate of postage, attendance register, list of creditors, reports to creditors, advertisement of meeting and draft minutes of meeting. Preparation and lodgement of minutes of meetings with ASIC Responding to stakeholder queries and questions immediately following meeting
	Proposals to Creditors	Preparing proposal notices and voting forms Forward notice of proposal to all known creditors Reviewing votes and determining outcome of proposal Preparation and lodgement of proposal outcome with ASIC
	Shareholder enquiries	Initial day one letters ITAA Section 104-145(1) declarations Responding to any shareholder legal action
Employees	Employees enquiries	Receive and follow up employee enquiries via telephone Maintain employee enquiry register Review and prepare correspondence to creditors and their representatives via facsimile, email and post Preparation of letters to employees advising of their entitlements and options available Receive and prepare correspondence in response to employee's objections to leave entitlements
	FEG	Correspondence with FEG Preparing notification spreadsheet Preparing FEG quotations Completing FEG questionnaires
	Calculation of entitlements	Calculating employee entitlements

Task Area	General Description	Includes *[Suggestion Only - delete or add details as appropriate to the work done]*
		Reviewing employee files and company's books and records Reconciling superannuation accounts Reviewing awards Liaising with solicitors regarding entitlements
	Employee dividend	Correspondence with employees regarding dividend Correspondence with ATO regarding SGC proof of debt Calculating dividend rate Preparing dividend file Advertising dividend notice Preparing distribution Receipting POD Adjudicating POD Ensuring PAYG is remitted to ATO
	Workers compensation claims	Review insurance policies Receipt of claim Liaising with claimant Liaising with insurers and solicitors regarding claims Identification of potential issues requiring attention of insurance specialists Correspondence with insurer regarding initial and ongoing workers compensation insurance requirements Correspondence with previous brokers
	Other employee issues	Correspondence with Child Support Correspondence with Centrelink
Trade On	Trade on management	Liaising with suppliers Liaising with management and staff Attendance on site Authorising purchase orders Maintaining purchase order registry Preparing and authorising receipt vouchers Preparing and authorising payment vouchers Liaising with superannuation funds regarding contributions, termination of employees' employment Liaising with OSR regarding payroll tax issues
	Processing receipts and payments	Entering receipts and payments into accounting system
	Budgeting and financial reporting	Reviewing company's budgets and financial statements Preparing budgets Preparing weekly financial reports Finalising trading profit or loss Meetings to discuss trading position
Investigation	Conducting investigation	Collection of company books and records Correspondence with ASIC to receive assistance in obtaining reconstruction of financial statements, company's books and records and Report on Company Affairs and Property Reviewing company's books and records Review and preparation of company nature and history Conducting and summarising statutory searches Preparation of comparative financial statements Preparation of deficiency statement Review of specific transactions and liaising with directors regarding certain transactions Liaising with directors regarding certain transactions Preparation of investigation file Lodgement of investigation with the ASIC Preparation and lodgement of supplementary report if required

Task Area	General Description	Includes *[Suggestion Only - delete or add details as appropriate to the work done]*
	Examinations	Preparing brief to solicitor Liaising with solicitor(s) regarding examinations Attendance at examination Reviewing examination transcripts Liaising with solicitor(s) regarding outcome of examinations and further actions available
	Litigation / Recoveries	Internal meetings to discuss status of litigation Preparing brief to solicitors Liaising with solicitors regarding recovery actions Attending to negotiations Attending to settlement matters
	ASIC reporting	Preparing statutory investigation reports Preparing affidavits seeking non-lodgement assistance Liaising with ASIC
Dividend	Processing proofs of debt (POD)	Preparation of correspondence to potential creditors inviting lodgement of POD Receipt of POD Maintain POD register Adjudicating POD Request further information from claimants regarding POD Preparation of correspondence to claimant advising outcome of adjudication
	Dividend procedures	Preparation of correspondence to creditors advising of intention to declare dividend Advertisement of intention to declare dividend Obtain clearance from ATO to allow distribution of company's assets Preparation of dividend calculation Preparation of correspondence to creditors announcing declaration of dividend Advertise announcement of dividend Preparation of distribution Preparation of dividend file Preparation of payment vouchers to pay dividend Preparation of correspondence to creditors enclosing payment of dividend
Administration	Correspondence	
	Document maintenance/file review/checklist	First month, then six monthly administration reviews Filing of documents File reviews Updating checklists
	Insurance	Identification of potential issues requiring attention of insurance specialists Correspondence with insurer regarding initial and ongoing insurance requirements Reviewing insurance policies Correspondence with previous brokers
	Bank account administration	Preparing correspondence opening and closing accounts Requesting bank statements Bank account reconciliations Correspondence with bank regarding specific transfers
	ASIC Forms and lodgements	Preparing and lodging ASIC forms including 505, 5602/5603, 911 etc Correspondence with ASIC regarding statutory forms
	ATO and other statutory reporting	Notification of appointment Preparing BAS Completing STP reporting obligations

Task Area	General Description	Includes *[Suggestion Only - delete or add details as appropriate to the work done]*
	Finalisation	Notifying ATO of finalisation Cancelling ABN / GST / PAYG registration Completing checklists Finalising WIP
	Planning / Review	Discussions regarding status of administration
	Books and records / storage	Dealing with records in storage Sending job files to storage

Additional matters particular to Personal Insolvency Administrations may include:

Task Area	General Description	Includes [**Suggestion Only** - delete or add details as appropriate to the work done]
Assets [hours] [$ x]	Income assessments	Liaising with the Bankrupt during each contribution assessment period in relation to particulars of income derived during the period, including as to number of dependants and circumstances etc Assessing the Bankrupt in accordance with the Bankruptcy Act and serving assessment Monitoring the income of the Bankrupt during the course of the bankruptcy, including as to any change in circumstances Receipting income contributions.
	Non-divisible property	Assessing personal property of the Bankrupt Assessing value of car, tools of trade and realising excess
	Family issues	Assessing value of family home and contributions to its purchase etc. Determine security over home and current equity, including current payments under mortgage. Arrange for sale of home including discussions with non-bankrupt spouse as to their equity Arrange for vacant possession and sale Assess possible family law or other claims by spouse.
Investigation [hours] [$x]	Collection of books and records, statement of affairs etc of Bankrupt	Reviewing books & records Obtain Statement of Affairs from Bankrupt(s) and review and pursue further inquiries, searches Preparation of and issuing of demand notices under the Act to various entities – business partners, family members etc associated with the Bankrupt(s). Liaising with Official Receiver as to issue of notices. Analysing books and documents received.
	Searches	Carrying out searches of Land Titles Office, ASIC, etc. Assess bank accounts and notify banks etc, including as to payment of Bankrupt's salary and access to funds for living expenses etc
	Transactions	Review of transactions which may be voidable under the Act, in particular in relation to transfer to family members, or trusts. Assess superannuation of the Bankrupt and circumstances of prior and current payments into fund.
	Conduct issues	Assess conduct of Bankrupt as to extension of bankruptcy.

Task Area	General Description	Includes [Suggestion Only - delete or add details as appropriate to the work done]
		Lodge Objection to Discharge including preparation of relevant reasons and grounds. Assessing and reporting possible offences to AFSA.
Administration **[hours]** **[$x]**	AFSA reporting	Preparing of and lodgement of Annual Estate Returns with AFSA Reconciliation and calculation of Realisations and Interest Charge Lodgement of Realisation and Interest Charge Return

Schedule B - Time spent by staff on each major task (work already done) [*only include if remuneration is on a time basis*]

Employee [1]	Position	$/hour (ex GST)	Total actual hours	Total ($)	Task Area						
					Assets hrs/$	Creditors hrs/$	Employees hrs/$	Trade on hrs/$	Investigation hrs/$	Dividend hrs/$	Administration hrs/$
	Appointee										
	Appointee										
Total (ex GST)				$	X	X	X	X	X	X	X
GST				$							
Total (Incl GST)				$							
Avg hourly rate (ex GST)				$	X	x	X	X	X	X	X

The below table sets out work performed by other professional services provided by the firm for the *[period] [if applicable]*

Employee [1]	Position	$/hour (ex GST)	Total actual hours	Total ($)	Non-insolvency service		
					Service 1 hrs / $	Service 2 hrs / $	Service 3 hrs / $
Total (ex GST)				$	X	X	X
GST				$			
Total (Incl GST)				$			
Avg hourly rate (ex GST)				$	X	X	x

Schedule C - Resolutions

Full and exact statements, including precise dollar amounts, of all Remuneration resolutions for which approval is being sought are to be included here. There needs to be a clear period for when the remuneration relates to, a specific amount or cap, and when the remuneration will be drawn.

The resolutions passed at the meeting may be amended by the creditors, but the resolution outlined here should be what is proposed in the first instance to a meeting, included in a special proxy or sent via a proposal to creditors.

It is recommended that each agreement or resolution sought be clearly labelled to enable easy reference to the table at section 3o f the report and Schedule A (e.g. Work already done, Future work …).

A separate description of work already done/future work (i.e. as at Schedule A) must be provided for retrospective and prospective remuneration (though it can be incorporated into one table with separate columns).

Separate resolutions should be provided for each period of retrospective and prospective remuneration. If one resolution is put, each period of retrospective and prospective remuneration has to be separately identifiable in the resolution. Any resolution(s) must be consistent with the table at section 3 of the report.

A resolution on remuneration must not be bundled with any other resolution.

A separate Remuneration Approval Report is NOT required for retrospective and prospective remuneration or each resolution sought.

Retrospective fee resolutions must clearly state the terms of the agreement sought, including:

- the amount to be approved;
- the period that the remuneration approval relates to; and
- when the remuneration will be drawn.

Prospective fee resolutions must clearly state the terms of the agreement sought, including:

- the period that the remuneration approval relates to;
- the monetary cap on the remuneration;
- an explanation as to what the cap represents; and
- when it is proposed that the fees be drawn.

Example resolutions:

Retrospective
“That the remuneration of the [*Appointee Type*] for the period [*start date*] to [*end date*], calculated at hourly rates as detailed in the report to creditors of [*date*], is approved for payment in the sum of $[*amount excluding GST*], plus GST of $[*GST amount*], and that the [*Appointee Type*] can draw the remuneration immediately or as required.”

Prospective
“That the future remuneration of the [*Appointee Type*] from [*start date*] to [*end date or point in time*] is determined at a sum equal to the cost of time spent by the [*Appointee Type*] and their

partners and staff, calculated at the hourly rates as detailed in the report to creditors of [*date*], up to a capped amount of $[*capped amount*], exclusive of GST, and that the [*Appointee Type*] can draw the remuneration on a monthly basis or as required".

Prospective with rate increase
That the future remuneration of the [*Appointee type*] from [*date*] to [*date or point in time*] is determined at a sum equal to the cost of time spent by the [*Appointee type*] and their partners and staff, calculated at the hourly rates as detailed in the report to creditors of [*date*] that may be increased at a rate of [*number*]% at 1 July each year (rounded to the nearest $10), up to a capped amount of $[*capped amount*], exclusive of GST, and that the liquidator can draw the remuneration on a monthly basis or as required".

Schedule D - Disbursements [*Only required if approval is being sought for disbursements*]

Example formats are provided for voluntary administrations (assumes 5 potential resolutions to cover the period from appointment to end of liquidation – edit as required) and an appointment with a prospective and retrospective resolution. Use the example format appropriate for your appointment type.

[Example VA]

	Disbursements already incurred (approve actual amount)		**Future disbursements (approve basis to a capped amount)**			
			Future disbursements to meeting date	**If DOCA approved**		**If coy wound up**
				Future disbursements from meeting to ex of DOCA	**DOCA disbursements**	**Liquidation disbursements**
Period	**[date 1] to [date 2]**		**[date 2] to [meeting date]**	**[meeting date] to execution of DOCA**	**From execution of DOCA to finalisation of DOCA**	**[meeting date] to finalisation of liquidation**
Amount (ex GST)		**$**	**[$] (CAP)**	**[$] (CAP)**	**[$] (CAP)**	**[$] (CAP)**
Disbursement type *[examples only – amend as appropriate]*	**Basis**					
Photocopying, printing			*[insert basis]*			
ASIC Charges for appointments and notifiable events	Refer below		Refer below			
Travel reimbursement			*[insert basis]*			
Meals allowance			*[insert basis]*			
Stationery – folder			*[insert basis]*			
Stationery – filing index			*[insert basis]*			

Note: staff payments have been included in this table. Firms need to decide whether to obtain approval of these or not. If a staff member is a related entity of the Appointee (eg. spouse, child etc), approval will be required.

Note, you do not need to have future approval of Internal Disbursements in advance. However, you do need to disclose the basis that future Internal Disbursements will be charged on if you intend to make a claim in the future.

ASIC Industry Funding Levy *[only if seeking recovery of ASIC IFM]*

[Provide sufficient information to creditors to enable them to understand what the amount is for and how it has been calculated in accordance with PSI7: Disbursements and expenses.]

Resolutions

[Include disbursement resolutions here]

[Example external administration with retrospective and prospective disbursements – not VA]

	Disbursements already incurred (approve actual amount)		**Future disbursements (approve basis to a capped amount)**
Period	**[date 1] to [date 2]**		**[$] (CAP)**
Amount (ex GST)		**$**	
Disbursement type *[examples only – amend as appropriate]*	**Basis**		**Basis**
Photocopying, printing			*[insert basis]*
ASIC Charges for appointments and notifiable events	Refer below		Refer below
Travel reimbursement			*[insert basis]*
Meals allowance			*[insert basis]*
Stationery – folder			*[insert basis]*
Stationery – filing index			*[insert basis]*

Note: staff payments have been included in this table. Firms need to decide whether to obtain approval of these or not. If a staff member is a related entity of the Appointee (eg. spouse, child etc), approval will be required.

Note, you do not need to have future approval of Internal Disbursements in advance. However, you do need to disclose the basis that future Internal Disbursements will be charged on if you intend to make a claim in the future.

ASIC Industry Funding Levy *[only if seeking recovery of ASIC IFM]*

[Provide sufficient information to creditors to enable them to understand what the amount is for and how it has been calculated in accordance with PSI7: Disbursements and expenses.]

Resolutions

[Include disbursement resolutions here]

Schedule [X] – Explanation where remuneration previously approved *[only required if previous prospective remuneration has been approved]*

[Where you have had previous prospective approval of remuneration, and you are seeking further approval for the same period or tasks, you need to provide an explanation as to why you are seeking further remuneration approval. This is because prospective approvals are estimates to a capped amount and you are now seeking a further approval beyond that cap and you need to explain why.

When you initially asked for approval of the prospective amount, you indicated what tasks you were going to do for that prospective remuneration. You need to explain to creditors what was done, and if you haven't done everything you said you were going to do, or it is costing more than you thought it was going to cost – why that is the case.

If you have had more than one prior prospective approval, you should provide an explanation for all prior prospective approvals and why further approval is now required.

When you do not need to provide an explanation for previous approvals:

- *You have only ever sought approval on a retrospective basis*
- *You are not seeking approval for the same period as a previous approval (unless it covers the same tasks)*
- *You are not seeking approval for the same tasks as a previous approval (unless it covers the same period).*

The example provided below is to assist Members with preparing their RARs. It are not intended to cover every situation and Members should use their professional experience to ensure that the RAR is suitable for the particular Administration and provides the creditors with the information they need to make an informed decision on the remuneration approval request.

Example wording to provide a detailed ***explanation of differences between current and previous prospective approvals***.

At the creditors meeting of [date] OR via proposal dated [date], creditors approved my prospective remuneration of $[amount]. To date, I have drawn $[amount] and applied it in payment of my remuneration. My remuneration has exceeded this cap and in this report I am now seeking approval of a further capped amount of $[total] to enable me to complete the liquidation

To assist creditors with understanding how total remuneration has and/or will be incurred, this table shows remuneration to date, including the current claim(s), divided by task categories.

Task	***Fees already approved as at [date] $***	***Approval sought for work already done $***	***Approval sought for future work $***	***Total per task $[@]***
Assets				
Creditors				

Employees				
Trade On				
Investigation				
Dividend				
Administration				
*TOTAL**				
Total remuneration previously approved[%]				
Difference (see table below for further explanation)[#]				

Payment reconciliation:	
TOTAL (incl. amount claimed now)*	*[= Total above]*
Amount paid to date	
Amount outstanding (incl amount claimed now)	

Notes (delete before sending)
* This total should reconcile with the totals provided in the Summary (i.e. being the total of past remuneration approvals together with the current approval(s) sought irrespective of whether paid yet or not)
% Approvals (being prior approvals before this request) must reconcile to next table.
@ Total (prior approvals and this approval) must reconcile to next table.
# Difference must reconcile to amount in next table

In this table I compare, on a task basis, the difference between my previous remuneration report and this report, together with explanations for the difference.

Task	***Fees already approved as at [date] $***	***Total per task (from previous table) $***	***Difference $***	***Reasons for differences***
Assets				
Creditors				
Employees				
Trade On				
Investigation				
Dividend				
Administration				
TOTAL	*%*	*@*	*#*	

Refer notes from previous table (delete before sending)

I also make the following general comments regarding the progress of the [appointment type] that have affected my previous remuneration estimate: [insert details here]

I have provided an explanation of tasks remaining to be completed, including my estimated costs to complete those tasks, to support my current remuneration approval request, at section [X] of the report and in Schedule [X]. [link to relevant section of the report and supporting schedule that you have provided to support remuneration approval request]

Schedule [X] – Summary of receipts and payments

Appendix 4: Guidance for Court applications

The following is a checklist of matters for consideration when preparing an application to Court for the approval of Remuneration.

Court remuneration approval request guide

Administration name: _____

Administration type: _____

Period that remuneration approval relates to: _____ to _____

Amount of remuneration sought: $_____

Amount of WIP written off: $_____

This checklist provides a list of information that should be provided to your solicitor for incorporation into an affidavit to accompany an application to court for approval of remuneration.

	Task
	Previous applications
☐	List details and orders relating to any earlier applications
	Liquidator's experience
☐	Details of liquidator's registration
☐	Details of liquidator's relevant experience
☐	Details of appointment
☐	Details of ARITA membership and compliance with the ARITA Code
☐	Specific reference to relevant part of the Code relating to remuneration and compliance with the principals and standards of conduct of those parts
	Experience of staff
☐	List of staff assisting on the Administration and their position
☐	Details of the tasks attended to by each staff member
☐	CVs attached for any specialist staff to demonstrate their expertise for the required tasks
	Background
☐	Explain the background of the Administration
☐	Explain the matters undertaken in the period
☐	Explain the information that was provided to creditors in the Initial Remuneration Notice, including the basis of remuneration chosen by the Administrator, the reasons why that basis was chosen, and the estimated remuneration amount disclosed to creditors.
☐	Explain if remuneration approval has previously been sought from creditors and the outcome of that request
	Recoveries
☐	Detail all recoveries made in the Administration
☐	Explain any unsuccessful recovery actions and why it was reasonable to have commenced these actions
	Planning
☐	Explain what work streams were established for the Administration and why they were appropriate.
☐	Explain work plans developed to manage each work stream and how appropriate tasks were undertaken by appropriate staff.

	Complexity
☐	Explain any complexities in the Administration which influenced the remuneration sought and required the involvement of specialised staff
	Time recording
☐	Describe the system of time recording used by the firm
☐	Describe how time recording occurs within the firm (eg contemporaneously)
☐	Detail the system of review of time charged (eg how often WIP is reviewed)
☐	Make a statement regarding outcomes of reviews of the WIP (eg In my experience, when reviewing the WIP, the appropriate staff member did the appropriate task)
☐	Explain that time is recorded to categories of tasks
☐	Explain the different categories used
☐	Explain the types of tasks undertaken in relation to each category
	Future remuneration
☐	Identify the amount claimed for prospective remuneration
☐	Identify the tasks which still need to be undertaken
	Bill of cost statements
☐	Annex the calculation of remuneration matrix from section 3.2 of remuneration approval report template
☐	Annex bill of costs for each staff member and explain the average charge out rate for each major task category, what level of staff that average rate equates to and why it is appropriate
☐	Annex bill of costs for each category of tasks and an explanation of why the tasks were required and what value they added
☐	Annex bill of costs for remuneration sought
	Time not claimed
	Note: Write offs of time charged to WIP as a result of regular review appears to be better regarded by the Court than a flat % write off prior to seeking approval
☐	Details of any time written off and the reasons why
☐	If this is the final application and work will be completed that isn't included in this application, detail work that will be done and estimated cost
	Creditor dividends
☐	Detail past dividends to creditors
☐	Detail estimated future dividends to creditors
	Percentage basis
☐	Annex a schedule which shows remuneration as a percentage of recoveries

Checklist completed by: _____

Date completed: _____

Appointee review: _____

Appointee review date: _____

This guide does not constitute legal advice. It contains a summary of basic information on the topic. It is not a substitute for legal advice. Some requirements of the law referred to may have important exceptions or qualifications. This document may not contain all of the information about the law or the exceptions and qualifications that are relevant to your circumstances. ARITA encourages you to seek professional legal advice when making an application to Court for the approval of remuneration.
Version date: July 2019

APM Security Plan Sickness & Accident Fund

Second Course of Action

Time entries by category

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Litigation/legal						
Elyse Diamond	29/07/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of Ashurst drafted remuneration application, commencing review of New Trustee WIP.
Elyse Diamond	23/05/2022	$375	0.6	$225.00	Litigation/Legal - General	Preliminary review and markup of remuneration affidavit for Trustee time.
Sophia Spiliotopoulos	29/07/2022	$675	0.5	$337.50	Litigation/Legal - General	Email to S Brandon of Ashurst. Discussion with E Diamond regarding remuneration application.
Elyse Diamond	25/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Review of timesheet lines for purposes of including in remuneration application.
Elyse Diamond	25/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Further time reviewing timesheet lines for purposes of remuneration application.
Elyse Diamond	25/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of timesheet lines for purposes of inclusion in remuneration application.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Litigation/Legal - General	High level review of updated affidavit for remuneration application.
Elyse Diamond	26/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Pulling WIP into remuneration reporting template. Key tables and summaries per Ashurst request for inclusion in remuneration application.
Elyse Diamond	26/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Finalising remuneration report tables and drafting key tasks completed for inclusion in remuneration application.
Sophia Spiliotopoulos	29/07/2022	$675	0.5	$337.50	Litigation/Legal - General	Begin reviewing remuneration application affidavit and remuneration tables prepared by E Diamond.
Elyse Diamond	27/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Reviewing remuneration affidavit, marking up with key comments, filling in tables as required.
Elyse Diamond	27/05/2022	$375	0.6	$225.00	Litigation/Legal - General	Finalising remuneration application review and drafting of support. Email on the same to K Conneely and S Spiliotopoulos.
Elyse Diamond	30/05/2022	$375	0.8	$300.00	Litigation/Legal - General	Further mark up of remuneration affidavit following discussion with S Spiliotopoulos.
Elyse Diamond	30/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Collating and finalising schedule of remuneration for inclusion in K Conneely affidavit.
Elyse Diamond	30/05/2022	$375	0.7	$262.50	Litigation/Legal - General	Collating exhibit for affidavit, finalising task listings for affidavit.
Elyse Diamond	30/05/2022	$375	0.2	$75.00	Litigation/Legal - General	Email to Ashurst providing marked up affidavit, schedules and documents for exhibit.
Sophia Spiliotopoulos	30/05/2022	$675	1.0	$675.00	Litigation/Legal - General	Review remuneration schedules, affidavit and workings by E Diamond. Email to team.
Kate Conneely	29/07/2022	$725	0.4	$290.00	Litigation/Legal - General	Meet with E Diamond to discuss remuneration application and supporting schedule analysis. Review emails from Ashurst, E Diamond and S Spiliotopoulos regarding same.
Elyse Diamond	31/05/2022	$375	0.4	$150.00	Litigation/Legal - General	Review of email queries from Ashurst on disbursements, reconciliation of the same and emailing to A Kam.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Litigation/Legal - General	Discussion with B Walrut at Ashurst regarding remuneration application.
Elyse Diamond	2/06/2022	$375	0.8	$300.00	Litigation/Legal - General	Fulsome review of K Conneely remuneration affidavit. QA of figures to WIP.
Elyse Diamond	2/06/2022	$375	0.6	$225.00	Litigation/Legal - General	Full review and mark up of WIP affidavit and notice of motion. Email back on the same to Ashurst.
Elyse Diamond	2/06/2022	$375	0.6	$225.00	Litigation/Legal - General	Revising disbursement schedule per Ashurst comments. Finalising and providing the same.
Kate Conneely	29/07/2022	$725	0.5	$362.50	Litigation/Legal - General	Emails with Ashurst regarding affidavit and notice of motion.
Elyse Diamond	3/06/2022	$375	0.7	$262.50	Litigation/Legal - General	Review of execution version affidavit. Providing answers to outstanding Ashurst queries.
Elyse Diamond	3/06/2022	$375	0.4	$150.00	Litigation/Legal - General	Phone calls and emails with Ashurst on final remuneration affidavit queries.
Elyse Diamond	3/06/2022	$375	0.3	$112.50	Litigation/Legal - General	Collating and providing final documents for inclusion in exhibit.
Kate Conneely	29/07/2022	$725	0.5	$362.50	Litigation/Legal - General	Final review of affidavit and notice of motion. Swear affidavit.
Elyse Diamond	5/07/2022	$495	0.8	$396.00	Litigation/Legal - General	Review of S Langdon supplementary affidavit. Mark up of the same. Discussing internally. Email to Ashurst.
Elyse Diamond	5/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Gathering documents required for affidavit per Ashurst request. Email on the same.
Elyse Diamond	5/07/2022	$495	0.7	$346.50	Litigation/Legal - General	Review of counsel-reviewed S Langdon affidavit. Email on the same.
Elyse Diamond	6/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Review of finalised affidavit. Discussing same S Langdon.
Elyse Diamond	6/07/2022	$495	0.3	$148.50	Litigation/Legal - General	Liaising with Ashurst for time to swear additional affidavit. Final review of exhibits.
Elyse Diamond	7/07/2022	$495	0.3	$148.50	Litigation/Legal - General	Email responding to S Brandon queries on S Langdon affidavit.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	7/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Finalising S Langdon affidavit.
Elyse Diamond	7/07/2022	$495	0.8	$396.00	Litigation/Legal - General	Review of draft submissions from Ashurst. Discussing the same with S Langdon. Email to Ashurst on the same.
			20.80	**$9,546.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Interested Persons						
Elyse Diamond	21/06/2022	$375	0.4	$150.00	General - Investors	Drafting correspondence to Interested Persons advising of filing of remuneration application.
Sophia Spiliotopoulos	23/06/2022	$675	0.6	$405.00	General - Investors	Review emails from Ashurst regarding notification to members. Review notice as prepared by E Diamond.
Elyse Diamond	27/06/2022	$375	0.8	$300.00	General - Investors	Review of Interested Persons notification amended by Ashurst. Re-drafting and circulating to S Spiliotopoulos. Further drafting and providing to Ashurst.
Sophia Spiliotopoulos	27/06/2022	$675	0.3	$202.50	General - Investors	Review and mark up correspondence to interested persons regarding remuneration application. Discussions with E Diamond.
Elyse Diamond	28/06/2022	$375	0.3	$112.50	General - Investors	Review of Ashurst comments on remuneration application notice to Interested Persons. Updating and providing to S Langdon for review.
Elyse Diamond	29/06/2022	$375	0.1	$37.50	General - Investors	Email to Ashurst providing finalised remuneration notice.
Elyse Diamond	29/06/2022	$375	0.6	$225.00	General - Investors	Liaising with practice management team to mail out notice to Interested Persons. Uploading to website. Emailing the same.
			3.10	**1,432.50**		
Total			**23.90**	**10,978.50**		

Undeliverable mail address only
Credit Management
Australia Post
GPO Box 2137
MELBOURNE VIC 3001

Australia Post

Account Enquiries:
Erik Hermansen
Telephone Fax
Email cmb7@auspost.com.au
For Pricing Statement copies, please call 1300 656 772 and say "Pricing Statement"

ABN 28 864 970 579

KordaMentha Pty Ltd
GPO Box 2985
MELBOURNE VIC 3001

Tax Invoice / Adjustment Note

Date of Issue	03/07/2022
Account Number	9000936
Tax Invoice Number	1011614282
Payment Due	**17/07/2022**
Total Amount Due	**$726.50**

Summary

Your last Tax Invoice	$1,002.15
Payments Received - Thank you	$1,002.15CR
Balance	**$0.00**
Total Supply this Period Ending 30/06/2022	$680.37
Surcharges	$0.00
GST	$63.63
Adjustments this Period	$15.91CR
GST on Adjustments	$1.59CR
	$726.50
Total Amount Due	**$726.50**

For copies of Pricing Statements, please call 1300 656 772 and simply select Option 1. Reminder: Payments not received by the due date will attract a Late Payment Fee.

See over for payment options

Australia Post



Let your customers collect their parcel at a Post Office, PO Box or Parcel Locker.*
Find out more at **auspost.com.au/ecommerce-solutions**
*Terms, conditions and collection time limits apply. Post Office collect service only available at participating Post Offices.

POST billpay

Payment Slip

*734 9000936

Date of Issue	03/07/2022
Account Number KordaMentha Pty Ltd	9000936
Credit Representative	B7 Erik Hermansen
Payment Due	**17/07/2022**
Total Amount Due	413 **$726.50**

Description	Quantity	Unit Price (ex. GST)	Total Price (ex. GST)	Total Price (in. GST)	GST in Price
International Exp C4 Envel (up to 250g)	1	37.00000	37.00	37.00	0.00
Late Payment Charge	1	7.00000	7.00	7.00	0.00
Postage Meter Modem Reset	2	318.18500	636.37	700.00	63.63
		Total Supply	**$680.37**	**$744.00**	**$63.63**

Total GST free supplies this period $44.00
Total GST exclusive supplies this period $636.37
Total GST inclusive supplies this period $700.00 (GST component is $63.63)

Adjustment Note

Description	Transaction ID	Adjustment (ex. GST)	Adjustment (in. GST)	GST in Adjustment
Credit Adjustments				
03/06/2022 Rebate - Meter Licence 8N20500691	7722159248	4.55CR	5.00CR	0.45CR
20/06/2022 Rebate - Meter Licence 8N20500691	7724196222	11.36CR	12.50CR	1.14CR
	Credit Total	**$15.91CR**	**$17.50CR**	**$1.59CR**
	Total Net Adjustment	**$15.91CR**	**$17.50CR**	**$1.59CR**

Total GST free supplies this Adjustment $0.00
Total GST exclusive supplies this Adjustment $15.91CR
Total GST inclusive supplies this Adjustment $17.50CR (GST component is $1.59CR)

How to Pay

Post Billpay **BillPay Code: 8733** **Ref: 9000936**

Pay in-store at Australia Post,
online at auspost.com.au/postbillpay
by phone 13 18 16 or via AusPost app

Payment by Direct Debit
Call to apply

Payment by EFT
Please quote the following details when making an EFT payment (for use within Australia only)
BSB: 064-787
Account No. 9000936

Accounts Receivable Team
Australia Post
GPO Box 5218
MELBOURNE VIC 3001

Statement as at 30/06/2022

Date of Issue 03/07/2022
Account Number 9000936
KordaMentha Pty Ltd
Credit Representative B7 Erik Hermansen

Date	Pricing Statement No./ Job Name/Reference	Customer Reference	Mailing Statement No.	Transaction ID	Amount (ex. GST)	Amount (in. GST)	GST
Current Transactions							
18/06/2022	LPC 03.06.2022	LPC 03.06.2022 - Late Payment Fee	LPC 03.06.	7725565549	7.00	7.00	0.00
Total - Parcel Post - Other - 106040					**7.00**	**7.00**	**0.00**
10/06/2022	03/24444			7723017389	37.00	37.00	0.00
Total - Collins St West - 337586					**37.00**	**37.00**	**0.00**
03/06/2022	Postage Meter MMM1	Reset - Meter Licence 8N20500691		7722159247	181.82	200.00	18.18
03/06/2022	Postage Meter MMM2	Rebate - Meter Licence 8N20500691		7722159248	4.55CR	5.00CR	0.45CR
20/06/2022	Postage Meter MMM1	Reset - Meter Licence 8N20500691		7724196221	454.55	500.00	45.45
20/06/2022	Postage Meter MMM2	Rebate - Meter Licence 8N20500691		7724196222	11.36CR	12.50CR	1.14CR
Total - TOWNSVILLE PS - 445755					**620.46**	**682.50**	**62.04**
Total Current					**664.46**	**726.50**	**62.04**

Total Amount Due (GST excl.)	**664.46**		
Total GST			**62.04**
Total Amount Due (GST incl.)		**726.50**	

Client Name: C2H Piping Services Pty Ltd (In Liquidation)

Printing

Document description	Date of mail out	Number Sent	Pages per doc	Total pages	Printing cost $ 0.06	Postage and envelope cost	Postage cost per mailout
Initial Notice to Creditors	20-Jun-22	128	56	7,168	430.08	3.39	433.92
				0	-		-
				0	-		-
				0	-		-
				0	-		-
				0	-		-
				0	-		-
Total				7,168	$ 430.08		$ 433.92

P11220

Charge to:

Copying/printing - internal	$	430.08
Postage - internal	$	433.92

Date: 20 June 2022

Produced by: Eden Segota

Authorised by: Kathleen Poletto

Printing = $0.06 x (128 x 56) = $430.08
(128 = No., 56 = pages)

Postage = ($3.27 + 0.12) x 128 = $433.92

Postage and Envelope Cost Options	Total	Envelope tage (AUS/INT)	
DL Envelope	1.19	0.10	1.09 (based on weight)
A4/C4 Envelope	2.30	0.12	2.18 (based on weight)
A4/C4 Envelope - expandable	2.80	0.62	2.18 (based on weight)
DL Envelope - International NZ	2.85	0.10	2.75 (based on weight)
C4 Envelope - Internnational NZ	2.87	0.12	2.75 (based on weight)
DL Envelope - International Asia Pacific	3.07	0.10	2.97 (based on weight)
C4 Envelope - International Asia Pacific	3.09	0.12	2.97 (based on weight)
DL Envelope - International US/CAN	3.84	0.10	3.74 (based on weight)
C4 Envelope - International US/CAN	3.86	0.12	3.74 (based on weight)
DL Envelope - International UK/EUR	3.95	0.10	3.85 (based on weight)
C4 Envelope - International UK/EUR	3.97	0.12	3.85 (based on weight)
DL Envelope - International Rest of World	4.17	0.10	4.07 (based on weight)
C4 Envelope - International Rest of World	4.19	0.12	4.07 (based on weight)

Instructions (populate yellow areas)

1. Insert client name
2. Identify mailouts that have been conducted internally due to time constraints - enter type and date into spreadsheet.
3. Identify number of recipients and the number of pages in those mailouts - enter into spreadsheet.
4. Identify size of envelope and cost of postage, which will vary due to size and weight of item, and select from cost options.
5. Print out and sign by person who produced document.
6. Attach copies of documents and franking machine postage meter register.
7. Have document authorised by director.
8. Send to Finance for entry into AX

Completed:
X
X
X
X
X
X
X
X

From: Kellie Parsons
To: Accounts Payable
Cc: Eloise Moran
Subject: FW: Aus post invoice
Date: 6 July 2022 11:32:09 AM
Attachments: 220704 Aus Post Invoice 1011614282.pdf
220621-Cost of Mailout to be added to WIP-RST-ES.pdf

Great work El – this is approved

Kellie Parsons | Executive Office Manager

KordaMentha | 20 years

T +61 3 8623 3419
Rialto South Tower, Level 31, 525 Collins Street, Melbourne VIC 3000, Australia
Website | **Blog** | **LinkedIn** | **Twitter**

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From: Eloise Moran <emoran@kordamentha.com>
Sent: 6 July 2022 11:23 AM
To: Kellie Parsons <KParsons@kordamentha.com>
Cc: Accounts Payable <accountspayable@kordamentha.com>
Subject: Aus post invoice

Hey Kel

Can you please approve the attached Aus post invoice

Vendor	Invoice	Amount	Job	GL
Aus Post	1011614282	283.40	P10507	63635 - Postage
Aus Post	1011614282	-283.40	SYDTOT	63635 - Postage
Aus Post	1011614282	37.00	P11001	63635 - Postage
Aus Post	1011614282	433.92	P11220	63635 - Postage
Aus Post	1011614282	248.58	TSVTOT	63635 - Postage
Aus Post	1011614282	7.00	MELTOT	63635 - Postage
Total	**726.50**			

WIP Team are you also able to add in a cost of $430.08 to the job code P11220 for the printing and envelop cost of this mail out. Please see attachment ***220621-Cost of Mailout to be added to WIP-RST-ES.pdf*** with approval attached
Postage costs and Printing/envelop costs need to be added on separate lines.

Thank you

Eloise Moran | Executive Support Officer

KordaMentha | 20 years

T +61 3 9908 8923
Rialto South Tower, Level 31, 525 Collins Street, Melbourne VIC 3000, Australia
Website | **Blog** | **LinkedIn** | **Twitter**

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APM Security Plan Sickness & Accident Fund

Third Course of Action

Time entries by category

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Administration and risk management						
Diana D'Amato	12/05/2022	$150	0.2	$30.00	Word Processing	Format and finalise letter for E Diamond.
Diana D'Amato	2/06/2022	$150	0.3	$45.00	Word Processing	Finalising documents for E Diamond.
Elyse Diamond	6/06/2022	$375	0.6	$225.00	Reports/Updates/Meetings	Drafting update note to K Conneely and S Spiliotopoulos on various issues relating to the Fund.
Sophia Spiliotopoulos	6/06/2022	$675	0.5	$337.50	Engagement Planning	Engagement planning meeting with E Diamond and K Conneely, particularly to discuss ongoing matters, and K Conneely leave.
Elyse Diamond	7/06/2022	$375	0.2	$75.00	Insurance	Discussing insurance requirements S Spiliotopoulos. Email on the same to Gallagher.
Sophia Spiliotopoulos	7/06/2022	$675	0.1	$67.50	Insurance	Email to E Diamond regarding response to AJ Gallagher on insurance renewal.
Elyse Diamond	8/06/2022	$375	0.3	$112.50	Reports/Updates/Meetings	Final planning phone call on required APM Fund tasks with K Conneely pre annual leave.
Sophia Spiliotopoulos	8/06/2022	$675	0.3	$202.50	Engagement Planning	Update email to K Conneely prior to her going on leave.
Elyse Diamond	15/06/2022	$375	0.2	$75.00	Insurance	Review of update email from insurance. Considering and discussing property requirements.
Sophia Spiliotopoulos	21/06/2022	$675	0.5	$337.50	Engagement Planning	Internal update call with E Diamond and K Gavathas.
Elyse Diamond	22/06/2022	$375	0.1	$37.50	Insurance	Review of insurance and payment requirements, email on the same to S Spiliotopoulos.
Sophia Spiliotopoulos	23/06/2022	$675	1.0	$675.00	Engagement Planning	Internal update call with E Diamond and K Gavathas.
Matthew Stokeld	28/06/2022	$375	0.3	$112.50	Forensics & Investigations	Processing of five documents into the RelativityOne workspace in accordance with instructions from R Barbera.
Naomi Abela	29/06/2022	$150	0.1	$15.00	Word Processing	Finalise letter for E Diamond.
Damien Rosario	29/07/2022	$375	0.1	$37.50	Website Development	Upload two creditor documents and publish to the live website.
Sophia Spiliotopoulos	11/07/2022	$745	0.6	$447.00	Other Administration	Review of emails following period of leave.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	Engagement Planning	Drafting update email on all matters for K Conneely. Discussing same with K Gavathas.
Elyse Diamond	15/07/2022	$495	0.2	$99.00	Engagement Planning	Finalising and issuing update email. Discussing same K Conneely.
Diana D'Amato	20/07/2022	$200	0.4	$80.00	Word Processing	Formatting document for K Gavathas.
Sophia Spiliotopoulos	21/07/2022	$745	0.5	$372.50	Engagement Planning	Discuss engagement with E Diamond. Email regarding Rothsay invoice, and also PAYG received. Discuss correspondence address.
Elyse Diamond	27/07/2022	$495	0.6	$297.00	Billings	Review of WIP, considering split between liquidator and trustee duties. Writing memo on the same.
Kate Conneely	28/07/2022	$795	0.1	$79.50	Billings	Approve billings.
Elyse Diamond	28/07/2022	$495	0.3	$148.50	Billings	Finalising review of WIP considering duty split. Email to S Spiliotopoulos on the same.
Sophia Spiliotopoulos	28/07/2022	$745	0.2	$149.00	Billings	Review line by line transfers and discuss with E Diamond.
Kate Conneely	29/07/2022	$795	0.1	$79.50	Billings	Approve invoices for creation and payment.
Elyse Diamond	29/07/2022	$495	0.4	$198.00	Billings	Preparing and finalising billing of Trustee time.
Sophia Spiliotopoulos	1/08/2022	$745	0.2	$149.00	Reports/Updates/Meetings With Stakeholders	Email to T Shepard regarding ASIC lodgements.
Elyse Diamond	15/08/2022	$495	0.2	$99.00	Insurance	Discussing insurance S Spiliotopoulos. Email N Collins on the same.
Sophia Spiliotopoulos	15/08/2022	$745	0.5	$372.50	Engagement Planning	Telephone discussions with each of K Conneely and K Gavathas regarding accounts and property. Emails to E Diamond regarding insurance and next steps.
Kate Conneely	15/08/2022	$795	0.1	$79.50	Insurance	Discussion with S Spiliotopoulos regarding updating of insured party for Point Clare properties.
Elyse Diamond	17/08/2022	$495	0.3	$148.50	Insurance	Review updated insurance requirements. Email on the same. Filing.
Diana D'Amato	23/08/2022	$200	0.4	$80.00	Word Processing	Inserting signatures and initials in pdfs for K Gavathas.
Diana D'Amato	24/08/2022	$200	0.2	$40.00	Word Processing	Inserting signatures in pdfs for E Diamond.
Marsha Garrison	1/09/2022	$200	0.2	$40.00	Word Processing	Finalising transfers to Macquarie letter - E Diamond.
Elyse Diamond	2/09/2022	$495	0.3	$148.50	Reports/Updates/Meetings With Stakeholders	Update email to S Langdon and K Conneely in respect of asset realisations.
Sophia Spiliotopoulos	19/09/2022	$745	0.2	$149.00	Engagement Planning	Review emails following return from leave. Obtain update.
Sophia Spiliotopoulos	20/09/2022	$745	0.2	$149.00	Engagement Planning	Continue reviewing and filing emails.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Sophia Spiliotopoulos	27/09/2022	$745	1.0	$745.00	Reports/Updates/Meetings With Stakeholders	Review Ashurst step plan and E Diamond review. Mark up queries ahead of call with Ashurst. Email to appointee.
Naomi Abela	12/10/2022	$200	0.1	$20.00	Word Processing	Finalise form for E Diamond.
			12.7	**$6,852.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Litigation/legal						
Kate Conneely	6/05/2022	$725	0.4	$290.00	Litigation/Legal - General	Court hearing. Call with B Walrut regarding outcome of today's hearing. Discuss next steps.
Kate Conneely	9/05/2022	$725	0.5	$362.50	Litigation/Legal - General	Discussion with A Kam and S Brandon regarding court hearing on Friday. Discuss next steps and the liquidation process. Calls and emails with E Diamond. Review court orders and email summary.
Elyse Diamond	7/06/2022	$375	0.3	$112.50	Litigation/Legal - General	Call with S Brandon following up trustee/liquidator separation. Discussing various other queries, emails on the same. Update to S Spiliotopoulos.
Elyse Diamond	8/06/2022	$375	0.5	$187.50	Litigation/Legal - General	Review of memo from Ashurst on separation of duties. Discussing the same with K Conneely.
Elyse Diamond	23/06/2022	$375	0.2	$75.00	Litigation/Legal - General	Email to Ashurst requesting guidance on Interested Persons notice. Discussing with S Spiliotopoulos.
Elyse Diamond	8/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Review of short minutes of order, email on the same to K Conneely.
Kate Conneely	12/07/2022	$795	0.1	$79.50	Litigation/Legal - General	Call with B Walrut at Ashurst.
Elyse Diamond	12/07/2022	$495	0.4	$198.00	Litigation/Legal - General	Phone call with A Kam in respect of paying invoices from different accounts.
Elyse Diamond	13/07/2022	$495	0.7	$346.50	Litigation/Legal - General	Review of advice received from Ashurst in respect of asset structure. Discussing the same with K Conneely. Email on the same.
Elyse Diamond	13/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Consideration of Ashurst advice. Developing potential schedule for payment while maintaining asset structure. Noting issues with the same.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	Litigation/Legal - General	Phone call A Kam of Ashurst in respect of asset structures. Discussing the same internally. Email on the same.
Kate Conneely	15/07/2022	$795	0.3	$238.50	Litigation/Legal - General	Call with B Walrut at Ashurst regarding disbursements advice. Call with E Diamond to discuss.
Elyse Diamond	15/07/2022	$495	0.2	$99.00	Litigation/Legal - General	Discussing Ashurst advice and next steps with K Conneely. Email on the same.
Elyse Diamond	29/07/2022	$495	0.2	$99.00	Litigation/Legal - General	Phone call A Kam in respect of paying fees / future remuneration applications.
Elyse Diamond	1/08/2022	$495	0.5	$247.50	Litigation/Legal - General	Discussion with Ashurst in respect of property contracts of sale.
Elyse Diamond	3/08/2022	$495	0.6	$297.00	Litigation/Legal - General	Phone call with S Brandon of Ashurst in respect of limitation of liability clause for inclusion in agreements. Discussing the same with K Conneely.
Elyse Diamond	5/08/2022	$495	0.2	$99.00	Litigation/Legal - General	Phone call follow up of Ashurst regarding limitation of liability clause.
Elyse Diamond	8/08/2022	$495	0.3	$148.50	Litigation/Legal - General	Review of Ashurst limitation of liability clause. Discussing the same S Spiliotopoulos.
Elyse Diamond	10/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Further review of limitation of liability. Discussing the same K Conneely. Call S Brandon.
Elyse Diamond	15/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Phone call in respect of limitation of liability with S Brandon.
Elyse Diamond	16/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Follow up phone call with S Brandon in respect of limitation of liability. Email on the same.
Elyse Diamond	17/08/2022	$495	0.1	$49.50	Litigation/Legal - General	Follow up limitation of liability clause.
Elyse Diamond	18/08/2022	$495	0.4	$198.00	Litigation/Legal - General	Review finalised limitation of liability clause. Emails on the same.
Elyse Diamond	7/09/2022	$495	0.2	$99.00	Litigation/Legal - General	Review remuneration application requirements, diarising the same.
Elyse Diamond	13/09/2022	$495	0.1	$49.50	Litigation/Legal - General	Review and reply email from K Conneely in respect of next legal considerations.
Kate Conneely	23/09/2022	$795	0.5	$397.50	Litigation/Legal - General	Emails with B Walrut at Ashurst regarding step plan for series of new trustee applications. Review step plan. Discuss with E Diamond. Emails with S Brandon to arrange meeting.
Elyse Diamond	23/09/2022	$495	0.3	$148.50	Litigation/Legal - General	Review emails from Ashurst and drafted roadmap document.
Elyse Diamond	26/09/2022	$495	0.8	$396.00	Litigation/Legal - General	Review step plan drafted by Ashurst team and considering next steps as relevant. Drafting queries on the same, plan call.
Kate Conneely	27/09/2022	$795	0.2	$159.00	Litigation/Legal - General	Discussion with S Spiliotopoulos regarding Ashurst draft step plan and next steps for discussion for Thursday.
Elyse Diamond	27/09/2022	$495	0.6	$297.00	Litigation/Legal - General	Discussing step plan prepared by Ashurst with S Spiliotopoulos. Notes on the same.
Kate Conneely	29/09/2022	$795	1.0	$795.00	Litigation/Legal - General	Prepare for and attend meeting with Ashurst regarding next investigation phase and three subsequent court applications. Discuss work plan with S Spiliotopoulos and E Diamond.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	29/09/2022	$495	1.2	$594.00	Litigation/Legal - General	Step plan discussion with KordaMentha and Ashurst. Discussing next steps and required applications. Drafting action points on the same.
Roman Barbera	4/10/2022	$745	0.4	$298.00	Litigation/Legal - General	Confer with K Conneely and E Diamond in resect of digitisation of hard copy ledger, arrange with Law Image.
Kate Conneely	5/10/2022	$795	0.6	$477.00	Litigation/Legal - General	Call with B Walrut at Ashurst regarding remuneration application, approval of liquidator fees and also amendments to notes to financial statements. Consider draft outline of affidavit. Discussion with R Barbea regarding investigation into member files.
Elyse Diamond	6/10/2022	$495	0.2	$99.00	Litigation/Legal - General	Review correspondence from Ashurst in respect of remuneration application.
Elyse Diamond	7/10/2022	$495	0.4	$198.00	Litigation/Legal - General	Review correspondence from Ashurst in respect of executing financial statements. Phone call A Kam on the same.
Elyse Diamond	12/10/2022	$495	0.4	$198.00	Litigation/Legal - General	Review various correspondence from Ashurst - next steps and applications.
			15.60	**$8,719.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Assets						
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Discussions with CAT team in respect of term deposits and movement to Macquarie bank, update of Bank Australia term deposit details.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Preliminary drafting of correspondence in respect of term deposit break fees and Bank Australia Picnic Fund accounts.
Kate Conneely	11/05/2022	$725	0.3	$217.50	Cash On Hand & Banking	Review emails from E Diamond regarding bank accounts and proposed transfers to Macquarie. Call with E Diamond to confirm steps and confirmation of liquidator accounts. Reply to emails. Update to S Langdon.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Drafting bank account summary email per K Conneely request, update on expected fees.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Cash On Hand & Banking	Update correspondence to K Conneely in respect of proposed St George and Bank Australia transfer approach, discussing the same with CAT team.
Kate Conneely	12/05/2022	$725	0.1	$72.50	Cash On Hand & Banking	Review and approve account closure and transfer letters.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Finalising St George forms in respect of St George term deposit transfers to Macquarie, finalising RTGS forms.
Kate Conneely	13/05/2022	$725	0.1	$72.50	Cash On Hand & Banking	Review and approve account opening.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Finalising St George forms requested by C Lemos, discussing same with K Conneely.
Kate Conneely	16/05/2022	$725	0.3	$217.50	Cash On Hand & Banking	Call with St George to confirm account transfers and closures. Review and approve letters x 2 to Bank Australia.
Kate Conneely	16/05/2022	$725	0.4	$290.00	Freehold Property	Discussion with S Spiliotopoulos regarding court approval to realise property/timing of realisation and engagement of selling agents. Consider email from Ashurst; discuss with E Diamond.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Discussing APM fund bank accounts with CAT team, finalising further St George forms.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Finalising requests to Bank Australia, lodging via secure mail portal.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Obtaining CIS Key for St George for audit purposes.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Other Assets	Correspondence following up missing dividend payments - emails to Computershare, Link Market Services, Orora investor relations, Amcor investor relations.
Kate Conneely	19/05/2022	$725	0.5	$362.50	Freehold Property	Discussion with S Spiliotopoulos regarding realisation of Point Clare properties as well as sale of shares.
Kate Gavathas	19/05/2022	$675	0.2	$135.00	Freehold Property	Strategy call with S Spiliotopoulos and E Diamond regarding next steps.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Sale Of Assets - Strategy	Sale of asset strategy discussion with K Gavathas and S Spiliotopoulos. Review of previous Orders to confirm any requirements in respect of the same.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Cash On Hand & Banking	Correspondence with Bank Australia following up term deposit break fees. Follow up of Picnic Fund accounts.
Kate Gavathas	25/05/2022	$675	0.8	$540.00	Freehold Property	Performing market review to identify dominant agents. Liaising with A Kam of Ashurst regarding jetty licence. Call with valuer regarding updating valuation and market movement.
Kate Gavathas	25/05/2022	$675	0.3	$202.50	Freehold Property	Preparing update to team in line with strategy discussion. Liaising with valuer.
Kate Conneely	29/07/2022	$725	0.1	$72.50	Other Assets	Review correspondence regarding share transfers - discuss with E Diamond.
Kate Gavathas	26/05/2022	$675	0.4	$270.00	Freehold Property	Call with Ashurst regarding jetty reconfiguration and title information. Liaising with team internally.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Freehold Property	Discussing maintenance of Point Clare Properties, reviewing documents and invoices paid in respect of the same.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Freehold Property	Review of payments made in respect of jetty, following up invoices on the same, email to K Gavathas.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	Other Assets	Email to Computershare - responding to request for further information.
Kate Gavathas	1/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with Ashurst regarding jetty configuration.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Other Assets	Review of confirmation of transfer correspondence from Link Market Services. Email on the same.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	2/06/2022	$675	0.6	$405.00	Freehold Property	Review of correspondence on jetty licence transfer. Review of information received from Ashurst regarding jetty transfer and consideration to best approach. Discussion with Ashurst and providing information including photos. Review of documentation to lodge.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Freehold Property	Review of Crown land correspondence on the jetty. Discussing the same with K Gavathas. Emails on the same.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Cash On Hand & Banking	Follow up Bank Australia in respect of Picnic Fund accounts and term deposit queries.
Kate Gavathas	3/06/2022	$675	0.5	$337.50	Freehold Property	Liaising with K Ferguson from Ashurst regarding jetty licence and options/direction. Liaising with E Diamond regarding updates and Waterfront Tenures.
Kate Gavathas	3/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with agents regarding property sale and submission. Drafting submission request and preparing update to team. Review of current properties on market and consideration to in one line strategy and jetty configuration.
Kate Gavathas	3/06/2022	$675	0.4	$270.00	Freehold Property	Call with agents regarding property submission, jetty configuration and in one line sale. Update to team.
Kate Conneely	29/07/2022	$725	0.4	$290.00	Freehold Property	Consider emails from Ashurst regarding transfer of jetty licence/reapplication for licence. Consider correspondence from K Gavathas and also from DPIE regarding new application for jetty and fees involved.
Kate Conneely	29/07/2022	$725	0.2	$145.00	Cash On Hand & Banking	Consider advices from E Diamond regarding transaction accounts, term deposits and accruing creditors.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Freehold Property	Review of correspondence from Ashurst on jetty. Review of drafted form for Crown land for the same.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	Sale Of Assets - Strategy	Memo of updates on all assets for K Conneely and S Spiliotopoulos.
Kate Gavathas	6/06/2022	$675	0.3	$202.50	Freehold Property	Considering jetty access transfer and reconfiguration issues.
Kate Conneely	6/06/2022	$725	0.4	$290.00	Cash On Hand & Banking	Call with E Diamond and S Spiliotopoulos regarding bank accounts, term deposits and creditor positions.
Kate Gavathas	6/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with prospective agents and preparing cover email for submission.
Kate Gavathas	6/06/2022	$675	0.5	$337.50	Freehold Property	Drafting update to K Conneely and team regarding progress on matters to date and issues for consideration. Documenting way forward.
Elyse Diamond	29/07/2022	$375	0.5	$187.50	Sale Of Assets - Strategy	Meeting with K Conneely, S Spiliotopoulos and K Gavathas on planning for sale of Fund's assets.
Kate Conneely	7/06/2022	$725	0.2	$145.00	Freehold Property	Agree approach on insurance as well as agents/jetty impact on valuation.
Kate Gavathas	7/06/2022	$675	0.5	$337.50	Freehold Property	Preparing update to team regarding jetty transfer and advice from Ashurst. Providing advice on next steps and update.
Kate Gavathas	7/06/2022	$675	0.3	$202.50	Freehold Property	Finalising submission request email and issuing to agents. Liaising on queries and inspection.
Kate Gavathas	8/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with Ashurst regarding jetty transfer/new licence and next steps.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Cash On Hand & Banking	Reconciliation of bank accounts for the Fund - Bank Australia to Macquarie. Email on the same. Requests for opening.
Kate Gavathas	10/06/2022	$675	0.3	$202.50	Freehold Property	Organising inspections with agents.
Kate Gavathas	14/06/2022	$675	0.3	$202.50	Freehold Property	Liaising with Ashurst regarding the jetty configuration and transfer for DPIE.
Elyse Diamond	16/06/2022	$375	0.4	$150.00	Other Assets	Correspondence to Computershare on missing dividends, correspondence to Link Market Services on transfer update.
Kate Gavathas	17/06/2022	$675	4.2	$2,835.00	Freehold Property	Inspection of Point Clare properties. Travel to Tascott, meeting with agents regarding sales campaign and strategy. Inspecting jetty and taking additional photos. Review of water leak and contacting plumber. Liaising with agents post.
Kate Gavathas	17/06/2022	$675	0.2	$135.00	Freehold Property	Update with Ashurst regarding jetty transfer.
Elyse Diamond	17/06/2022	$375	1.5	$562.50	Freehold Property	Inspections of the two Point Clare properties with potential agents - Ray White and McGrath.
Elyse Diamond	17/06/2022	$375	2.5	$937.50	Freehold Property	Visiting and inspecting Point Clare properties, inspecting and taking photos of jetty, review of general condition, travel to and from.
Elyse Diamond	20/06/2022	$375	0.3	$112.50	Cash On Hand & Banking	Preparing bank account reconciliation for Macquarie, St George and Bank Australia.
Elyse Diamond	20/06/2022	$375	0.8	$300.00	Freehold Property	Drafting update email of property items to consider pre-sale. Upload and filing of photos taken on site visit.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	20/06/2022	$675	0.2	$135.00	Freehold Property	Liaising with E Diamond regarding property issues and water meter. Discussing timing for sale process and reviewing update.
Kate Gavathas	20/06/2022	$675	0.2	$135.00	Freehold Property	Review of update from E Diamond, providing update on jetty and submissions.
Elyse Diamond	21/06/2022	$375	0.7	$262.50	Sale Of Assets - Strategy	Call with S Spiliotopoulos and K Gavathas in respect of Point Clare properties and proposed pathway to sale.
Kate Gavathas	21/06/2022	$675	0.6	$405.00	Freehold Property	Team meeting to discuss status and salient engagement updates. Liaising regarding strategy for properties and jetty.
Elyse Diamond	22/06/2022	$375	0.3	$112.50	Other Assets	Review of correspondence from Link Market Services, follow up on the same in respect of missing dividends for audit.
Kate Gavathas	23/06/2022	$675	0.5	$337.50	Freehold Property	Update call with team regarding property strategy and jetty. Receiving updates from team regarding status of liquidators/trustee.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Sale Of Assets - Strategy	Call with S Spiliotopoulos and K Gavathas in respect of asset sale next steps. Discussing property requirements.
Kate Gavathas	24/06/2022	$675	1.2	$810.00	Freehold Property	Review of agents submissions, preparing analysis for memorandum, liaising with agents on comments and questions on submissions. Market research into comparables provided and recommendations for sale structure.
Elyse Diamond	24/06/2022	$375	0.2	$75.00	Freehold Property	Email to K Gavathas in respect of jetty license, payment and upcoming rent.
Kate Gavathas	27/06/2022	$675	0.5	$337.50	Freehold Property	Liaising with Ray White regarding submissions and recommendations regarding strategy. Follow up email.
Kate Gavathas	27/06/2022	$675	0.8	$540.00	Freehold Property	Liaising with K Ferguson of Ashurst relating to various Waterfront Tenures issues including transfer/revocation, DA and survey issues. Preparing update to team.
Kate Gavathas	27/06/2022	$675	1.2	$810.00	Freehold Property	Review of agents submissions, marketing, sale strategy and jetty strategy from Ray White and McGrath. Assessment of comparable sales and collating information for recommendation.
Elyse Diamond	28/06/2022	$375	0.8	$300.00	Other Assets	Reconciliation of Orora dividends, email to Link Market Services on the same.
Elyse Diamond	28/06/2022	$375	0.6	$225.00	Other Assets	Reconciling Amcor dividends and consolidated repayment, email on the same to share registry reconciling difference. Email to Rothsay updating on the same.
Kate Gavathas	28/06/2022	$675	0.4	$270.00	Freehold Property	Meeting with M Butler regarding strategy on jetty transfer/revocation and consideration to sale. Liaising with K Ferguson regarding transfer.
Kate Gavathas	28/06/2022	$675	0.4	$270.00	Freehold Property	Liaising with agents regarding jetty issues and seeking recommendation. Update to team on the same.
Kate Gavathas	29/06/2022	$675	0.5	$337.50	Freehold Property	Assessment of new information received from agents on recommendation on strategy and comparables.
Kate Gavathas	30/06/2022	$675	0.5	$337.50	Freehold Property	Various property discussions.
Kate Gavathas	30/06/2022	$675	0.5	$337.50	Freehold Property	Call with agents to present submissions, discussions on strategy, pricing and comparables. Discussion on market update.
Kate Gavathas	1/07/2022	$675	1.2	$810.00	Freehold Property	Considering strategy on jetty with respect to transfer and sale. Preparing strategy and agent recommendation memorandum.
Elyse Diamond	4/07/2022	$495	0.3	$148.50	Other Assets	Update of Orora dividend payment instructions.
Elyse Diamond	7/07/2022	$495	0.3	$148.50	Other Assets	Correspondence to Link Market Services requesting further information in respect of shortfalls.
Kate Gavathas	11/07/2022	$745	0.5	$372.50	Freehold Property	Call with team regarding status of outstanding items and file including jetty legal advice, agents submissions and valuation, CGT consideration.
Kate Gavathas	11/07/2022	$745	0.3	$223.50	Freehold Property	Preparing update to team and K Conneely on property matters.
Kate Gavathas	11/07/2022	$745	0.2	$149.00	Freehold Property	Following up with Ashurst on various property matters.
Elyse Diamond	11/07/2022	$495	0.3	$148.50	Other Assets	Discussing dividend reconciliation and next steps with S Spiliotopoulos.
Elyse Diamond	11/07/2022	$495	0.5	$247.50	Sale Of Assets - Strategy	Point Clare property sale update call/discussion with K Gavathas and S Spiliotopoulos.
Kate Conneely	11/07/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review and approve bank reconciliations.
Kate Conneely	12/07/2022	$795	0.3	$238.50	Freehold Property	Various emails regarding jetty licence and proposals from agents. Consider.
Kate Gavathas	12/07/2022	$745	0.5	$372.50	Freehold Property	Preparing update to K Conneely regarding status of property matters including jetty, agents, valuation and CGT.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	12/07/2022	$745	0.5	$372.50	Freehold Property	Liaising with K Ferguson on Waterfront Tenures updates and jetty status, discussion regarding transfer/revocation new licence, discussion with agent on impact on value. discussion with valuer regarding updated desktop valuations including cost and turn around.
Elyse Diamond	12/07/2022	$495	0.3	$148.50	Other Assets	Follow up emails to Computershare and Link Market Services in respect of missing dividends.
Kate Gavathas	13/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst on jetty licence issues and updates.
Kate Gavathas	13/07/2022	$745	0.5	$372.50	Freehold Property	Review of email from Ashurst regarding jetty advice and status, providing clarification points and considering strategy in light of update.
Elyse Diamond	13/07/2022	$495	0.3	$148.50	Other Assets	Preparing Amcor share transfer papers per power of attorney advice received.
Kate Conneely	14/07/2022	$795	0.2	$159.00	Freehold Property	Discuss property related issues and jetty licence issues with S Spiliotopoulos. Arrange meeting for next week to finalise position.
Kate Gavathas	15/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding jetty and strategising ways to provide comfort to purchasers on the transfer of jetty licence through the revocation/new licence process. Review of legal email and consideration of issues in conjunction with jetty.
Kate Gavathas	15/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with McGrath regarding properties and jetty licence issues.
Kate Gavathas	15/07/2022	$745	0.5	$372.50	Freehold Property	Amending update to K Conneely on status of property/jetty matters in line with new updates received from agents and lawyers. Drafting CGT email and circulating.
Kate Gavathas	19/07/2022	$745	1.7	$1,266.50	Freehold Property	Writing sale and strategy recommendation memorandum - agents, jetty licence, configuration and next steps. Liaising with M Butler.
Kate Conneely	20/07/2022	$795	0.5	$397.50	Freehold Property	Meeting with K Gavathas and E Diamond to discuss status of jetty licence, appointment of sales agents and recommendation, as well as sale contract, CGT and approvals required to sell.
Kate Conneely	20/07/2022	$795	0.4	$318.00	Cash On Hand & Banking	Discussion with E Diamond regarding preparation of accounts and audit update. Discuss tax instalments and also CGT review.
Kate Gavathas	20/07/2022	$745	0.6	$447.00	Freehold Property	Team meeting with K Conneely and E Diamond to discuss current status of property matters. Update on strategy and findings from investigations with Waterfront Tenures and legal comments. Update on market and agent recommendation.
Kate Gavathas	20/07/2022	$745	1.1	$819.50	Freehold Property	Updating strategy recommendation. Call with M Butler.
Elyse Diamond	20/07/2022	$495	0.8	$396.00	Sale Of Assets - Strategy	Internal strategy discussion with K Gavathas and K Conneely. Update email following the same.
Elyse Diamond	20/07/2022	$495	0.2	$99.00	Other Assets	Share transfer documents - organising execution by K Conneely and S Langdon.
Elyse Diamond	20/07/2022	$495	0.2	$99.00	Freehold Property	Emails with J Dalton in respect of property damage and mowing. Email to K Gavathas on the same.
Kate Gavathas	21/07/2022	$745	0.2	$149.00	Freehold Property	Providing update to K Conneely regarding property recommendation. Updates with E Diamond regarding fence fallen down.
Elyse Diamond	21/07/2022	$495	0.2	$99.00	Sale Of Assets - Strategy	Update discussion with S Spiliotopoulos following property sale discussions.
Michael Butler	29/07/2022	$795	0.4	$318.00	Freehold Property	Review agent and strategy memorandum, call with K Gavathas on the same.
Kate Gavathas	22/07/2022	$745	0.5	$372.50	Freehold Property	Call with M Butler regarding strategy and updates to memorandum, discussion regarding jetty transfer and issues including marketing collateral.
Kate Gavathas	22/07/2022	$745	1.0	$745.00	Freehold Property	Finalising property recommendation and sale strategy including jetty, agent, valuation.
Michael Butler	29/07/2022	$795	0.6	$477.00	Freehold Property	Meeting with K Gavathas to discuss agents memorandum, jetty strategy and value considerations.
Kate Gavathas	25/07/2022	$745	0.2	$149.00	Freehold Property	Discussion regarding broken fence and maintenance.
Kate Gavathas	26/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with McGrath on marketing and fees.
Kate Gavathas	26/07/2022	$745	0.8	$596.00	Freehold Property	Finalising Point Clare properties sale recommendation memo and cover email to K Conneely for review .
Elyse Diamond	26/07/2022	$495	0.2	$99.00	Freehold Property	Follow up email in respect of property damage image request.
Kate Conneely	27/07/2022	$795	0.5	$397.50	Freehold Property	Review recommendation memo K Gavathas Kate regarding realisation of the properties. Discuss potential impediments to sale with E Diamond. Agree path forward.
Kate Gavathas	27/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with agents in respect of appointment. Discussion regarding agency agreement.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Conneely	28/07/2022	$795	0.1	$79.50	Freehold Property	Confirm approval to proceed with Ashurst and contract.
Kate Gavathas	28/07/2022	$745	0.3	$223.50	Freehold Property	Collating information for agency agreement and liaising with E Diamond regarding court documentation.
Kate Gavathas	28/07/2022	$745	0.5	$372.50	Freehold Property	Correspondence with agent regarding appointment and providing information for preparation of agency agreement and maintenance quote request.
Kate Gavathas	28/07/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding contract instruction and transfer of licence requirements. Update to team regarding discussions with Ashurst on sales contracts.
Elyse Diamond	28/07/2022	$495	0.2	$99.00	Freehold Property	Discussing agency agreement requirements with K Gavathas. Sourcing and providing relevant documents.
Kate Gavathas	29/07/2022	$745	0.2	$149.00	Freehold Property	Organising call with Ashurst and KordaMentha to discuss contract considerations.
Kate Gavathas	29/07/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding caretaker keys and agency agreement.
Kate Conneely	29/07/2022	$795	0.1	$79.50	Freehold Property	Confirm arrangements regarding Ashurst and sale of properties. Brief review of emails from K Gavathas and from Agents.
Elyse Diamond	29/07/2022	$495	0.3	$148.50	Freehold Property	Phone call with property caretaker, providing general update, confirming agents appointed. Email on the same to K Gavathas.
Kate Conneely	1/08/2022	$795	0.3	$238.50	Freehold Property	Call with Ashurst regarding sale contract preparation and considerations for Trustee.
Kate Gavathas	1/08/2022	$745	0.5	$372.50	Freehold Property	Call with internal team and Ashurst to discuss contract particulars.
William Dyson	1/08/2022	$375	0.1	$37.50	Freehold Property	Conferred with K Gavathas on agency agreement.
William Dyson	1/08/2022	$375	0.1	$37.50	Freehold Property	Filed agency agreements to APM client files.
Elyse Diamond	2/08/2022	$495	0.2	$99.00	Freehold Property	Review of agency agreement per K Gavathas request.
Kate Gavathas	2/08/2022	$745	0.4	$298.00	Freehold Property	Update with agent regarding maintenance and styling.
Kate Gavathas	2/08/2022	$745	0.5	$372.50	Freehold Property	Review of agency agreement prepared by W Dyson. Mark up and changes.
William Dyson	2/08/2022	$375	0.1	$37.50	Freehold Property	Considered content of agency agreements.
William Dyson	2/08/2022	$375	1.0	$375.00	Freehold Property	Made initial markups to agency agreements.
William Dyson	2/08/2022	$375	0.1	$37.50	Freehold Property	Conferred with K Gavathas on initial markups on agency agreement.
William Dyson	2/08/2022	$375	0.6	$225.00	Freehold Property	Applied further markups to agency agreements per commentary from K Gavathas.
William Dyson	2/08/2022	$375	0.2	$75.00	Freehold Property	Drafted limitation of liability attachment.
Elyse Diamond	3/08/2022	$495	0.6	$297.00	Freehold Property	Review of marked up agency agreement. Discussing the same K Gavathas. Review limitation of liability.
Kate Conneely	3/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Brief review of agent's agreement and emails regarding styling. Discuss update to limitation of liability with E Diamond.
Kate Gavathas	4/08/2022	$745	0.2	$149.00	Freehold Property	Providing instruction to team on agency agreement.
Kate Gavathas	4/08/2022	$745	0.4	$298.00	Freehold Property	Liaising with agent on styling and recommendation. Review of quote and styling examples.
Adam Pacey-Cas	4/08/2022	$200	0.5	$100.00	Cash On Hand & Banking	Prepared document requesting for Bank Australia to transfer funds to Macquarie Bank accounts.
Kate Gavathas	5/08/2022	$745	0.5	$372.50	Freehold Property	Review of agency agreement with W Dyson and making final changes.
Kate Gavathas	5/08/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding timeframe and campaign.
William Dyson	5/08/2022	$375	0.3	$112.50	Freehold Property	Attended to K Gavathas commentary on the marked-up agency agreements.
Kate Gavathas	8/08/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding maintenance quote. Review of final agency agreement and finalising for execution.
Kate Conneely	9/08/2022	$795	0.1	$79.50	Freehold Property	Approve repairs and maintenance works at the properties, including jetty works.
Elyse Diamond	9/08/2022	$495	0.2	$99.00	Freehold Property	Discussing contract for sale mark ups with S Spiliotopoulos.
Sophia Spiliotopoulos	9/08/2022	$745	0.5	$372.50	Freehold Property	Review and mark up agency agreement. Discuss with E Diamond.
Kate Gavathas	10/08/2022	$745	0.2	$149.00	Freehold Property	Update with Ashurst regarding contract progress.
Kate Conneely	11/08/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review correspondence from Bank Australia; discuss with E Diamond.
Elyse Diamond	11/08/2022	$495	0.6	$297.00	Freehold Property	Agency agreement markups, discussing the same S Spiliotopoulos.
Kate Gavathas	12/08/2022	$745	0.3	$223.50	Freehold Property	Review of property and maintenance quotes. Questioning maintenance and decking. Liaising regarding damage, review of photos from site visit and liaising with agent.
Elyse Diamond	12/08/2022	$495	0.3	$148.50	Freehold Property	Finalising agency agreement markups and commentary. Email to K Gavathas on the same.
Kate Conneely	12/08/2022	$795	0.1	$79.50	Freehold Property	Brief review of emails from Ashurst regarding contract for sale.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Conneely	15/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Discussion with K Gavathas regarding process / strategy to bring assets to market and what is required by way of approvals.
Kate Gavathas	16/08/2022	$745	0.3	$223.50	Freehold Property	Call with agent regarding status and timeline. Discussions regarding agency agreement. Review of updates provided.
Elyse Diamond	17/08/2022	$495	0.4	$198.00	Cash On Hand & Banking	Liaising with CAT in respect of opening of new Macquarie accounts to mirror APM Picnic Fund accounts.
Kate Conneely	18/08/2022	$795	0.1	$79.50	Sale Of Assets - Strategy	Review updates to agency agreement - trustee clauses. Send to Team.
Elyse Diamond	18/08/2022	$495	0.4	$198.00	Freehold Property	Finalise review of agency agreements, append limitation of liability and other updates. Email on the same.
Elyse Diamond	18/08/2022	$495	0.6	$297.00	Cash On Hand & Banking	Drafting memo for K Conneely on proposed payment batch and treatment of bank accounts.
Kate Gavathas	18/08/2022	$745	1.5	$1,117.50	Freehold Property	Review of sale contract and preparation of checklist for sale. Assessment of pertinent issues including jetty and court approval for settlement.
Kate Gavathas	18/08/2022	$745	0.5	$372.50	Freehold Property	Review of updated agency agreement clause from Ashurst. Providing instruction to team. Organising foreign resident withholding certificates.
Kate Conneely	19/08/2022	$795	0.2	$159.00	Cash On Hand & Banking	Review memos from E Diamond regarding cash accounts. Discuss approach to Bank Australia. Discuss movement of funds across and payment of outstanding accounts.
Elyse Diamond	19/08/2022	$495	0.3	$148.50	Cash On Hand & Banking	Emails in respect of bank account structure with K Conneely. Review Relativity for the same. Confirm structure.
Elyse Diamond	19/08/2022	$495	0.2	$99.00	Freehold Property	Discussing property sale contract settlement clause with K Gavathas.
Elyse Diamond	19/08/2022	$495	0.6	$297.00	Other Assets	Reconciliation of missing dividends in respect of Orora shares (2021). Email to Link Market Services on the same.
Kate Gavathas	19/08/2022	$745	0.6	$447.00	Freehold Property	Preparing email to team regarding contract review and pertinent issues and next steps.
Kate Conneely	22/08/2022	$795	0.5	$397.50	Freehold Property	Review agent agreements in final form for 67 and 69 Victory Parade. Review and approve styling and repairs quotes. Review contract for sale along with checklist for contract inclusions. Provide comments to K Gavathas to feedback to Ashurst.
Elyse Diamond	22/08/2022	$495	0.2	$99.00	Cash On Hand & Banking	Review and reconciliation of bank accounts. Email on the same.
Elyse Diamond	22/08/2022	$495	0.6	$297.00	Other Assets	Reconciling Orora 2021 dividends. Email on the same. Discussing with S Spiliotopoulos.
Elyse Diamond	22/08/2022	$495	0.4	$198.00	Freehold Property	Finalising review of agency agreements. Mark ups and emails on the same.
Elyse Diamond	22/08/2022	$495	0.3	$148.50	Freehold Property	Review of drafted sale contract. Discussing the same.
Kate Gavathas	22/08/2022	$745	0.6	$447.00	Freehold Property	Reviewing final agency agreements. Liaising with team in respect of final changes. Preparing for finalisation and organising execution. Email regarding styling and maintenance.
Kate Gavathas	22/08/2022	$745	0.5	$372.50	Freehold Property	Review of contract issues raised by S Spiliotopoulos, considering issues and preparing response and solution.
Sophia Spiliotopoulos	22/08/2022	$745	0.6	$447.00	Freehold Property	Review contract for sale. Mark up. Email to team regarding changes and queries.
Sophia Spiliotopoulos	22/08/2022	$745	0.2	$149.00	Freehold Property	Review next turn of agency agreement. Email to team.
Elyse Diamond	23/08/2022	$495	0.3	$148.50	Freehold Property	Review of revised agency agreements.
Elyse Diamond	23/08/2022	$495	0.4	$198.00	Other Assets	Review of finalised share transfer confirmation documents. Update emails on the same.
Kate Gavathas	23/08/2022	$745	0.6	$447.00	Freehold Property	Discussion with A Bowler regarding Point Clare properties. Providing agency agreement and discussion regarding marketing, styling, furniture removal, price guide, sale contracts and marketing text. Follow up email.
Sophia Spiliotopoulos	23/08/2022	$745	0.3	$223.50	Other Assets	Review email from E Diamond regarding shares. Email to team with next considerations for sale of same.
Elyse Diamond	24/08/2022	$495	0.2	$99.00	Freehold Property	Finalised agency agreements.
Elyse Diamond	24/08/2022	$495	0.4	$198.00	Other Assets	Follow up email to Orora Link Market Services in respect of unpaid dividends during FY21.
Kate Conneely	24/08/2022	$795	0.1	$79.50	Other Assets	Discuss share transfers and next steps to realise. Approve removal of furnishings from property.
Kate Conneely	24/08/2022	$795	0.1	$79.50	Freehold Property	Review updates on agency agreement and next steps to prepare properties for market.
Kate Gavathas	24/08/2022	$745	0.5	$372.50	Freehold Property	Contract finalisation. Providing instruction to E Diamond.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	24/08/2022	$745	0.4	$298.00	Freehold Property	Attending to issues with returned agency agreement from agent. Discussion with E Diamond and solution.
Kate Gavathas	24/08/2022	$745	0.6	$447.00	Freehold Property	Liaising with agent and organising furniture removal with Salvation Army. Providing update email and approval request to team. Review of furniture and providing instruction on removal. Amending agency agreement in line with agreed changes. Strategy on styling marketing campaign.
Elyse Diamond	25/08/2022	$495	0.2	$99.00	Other Assets	Shareholding summary for K Conneely. Review email with preliminary views on sale of the same.
Elyse Diamond	25/08/2022	$495	0.7	$346.50	Freehold Property	Draft inventory listing for all furniture inside Point Clare properties. Review valuation report and images for the same.
Kate Conneely	25/08/2022	$795	0.1	$79.50	Other Assets	Emails with E Diamond regarding share portfolio.
Kate Gavathas	25/08/2022	$745	0.5	$372.50	Freehold Property	Organising campaign, furniture and marketing. Discussion with agent. Circulating property listing.
Elyse Diamond	26/08/2022	$495	0.1	$49.50	Freehold Property	Discuss with K Gavathas queries for Ashurst on sale contract.
Kate Conneely	29/08/2022	$795	0.2	$159.00	Other Assets	Call with A Knowles at Macquarie regarding share realisations. Call with S Spiliotopoulos. Email to A Knowles.
Kate Gavathas	29/08/2022	$745	0.5	$372.50	Freehold Property	Review of quote for furniture removal and discussions with agent regarding issues and terms and conditions. Update to team. Review of inventory and liaising with Coast Shelter regarding removal of furniture.
Kate Gavathas	29/08/2022	$745	0.5	$372.50	Freehold Property	Discussion with agent regarding price guide recommendation. Review and request for comparables. Assessment of marketing.
Kate Conneely	30/08/2022	$795	0.3	$238.50	Other Assets	Call with L Latham at Macquarie. Call with S Spiliotopoulos regarding same.
Kate Gavathas	30/08/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding contract changes. Review of correspondence from Waterfront Tenures.
Kate Gavathas	31/08/2022	$745	0.5	$372.50	Freehold Property	Discussion with Ashurst regarding property contract and amendments.
Elyse Diamond	31/08/2022	$495	0.3	$148.50	Freehold Property	Organising council clean ups for both Point Clare properties.
Kate Gavathas	31/08/2022	$745	0.4	$298.00	Freehold Property	Collating information to Ashurst regarding updates to contract and confirming property queries for contract finalisation.
Sophia Spiliotopoulos	1/09/2022	$745	0.3	$223.50	Tangible Fixed Assets - Other	Email to Lachlan at Macquarie with pertinent details as requested.
Sophia Spiliotopoulos	1/09/2022	$745	0.5	$372.50	Cash On Hand & Banking	Review letter to transfer Bank Australia accounts, and payment forms, as required and prepared by E Diamond.
Kate Conneely	1/09/2022	$795	0.2	$159.00	Other Assets	Discussion with S Spiliotopoulos regarding sale of sales. Review proposal from Macquarie. Confirm approval to proceed.
Kate Conneely	1/09/2022	$795	0.1	$79.50	Cash On Hand & Banking	Review and approve transfer letters for Bank Australia. Review and approve Bank Australia payments.
Kate Conneely	1/09/2022	$795	0.1	$79.50	Freehold Property	Review market commentary update emails from A Bowler at McGrath.
Elyse Diamond	1/09/2022	$495	0.8	$396.00	Cash On Hand & Banking	Preparing no action payment forms for transfer of Bank Australia accounts.
Elyse Diamond	1/09/2022	$495	0.6	$297.00	Cash On Hand & Banking	Preparing transfers via Bank Australia to Macquarie.
Elyse Diamond	1/09/2022	$495	0.4	$198.00	Cash On Hand & Banking	Drafting letter for breaking of term deposit and transfer to Macquarie.
Elyse Diamond	1/09/2022	$495	0.6	$297.00	Cash On Hand & Banking	Emails on funds transfer to S Spiliotopoulos. Discussing the same. Email to K Conneely. Finalising and lodging.
Kate Gavathas	1/09/2022	$745	0.5	$372.50	Freehold Property	Organising furniture removal with Coast Shelter and the agent. Discussions regarding Salvation Army collection and organising council collection.
Kate Gavathas	1/09/2022	$745	0.3	$223.50	Freehold Property	Liaising with Ashurst regarding FRCGW clearance certificate. Discussion internally and providing details.
Kate Gavathas	1/09/2022	$745	0.3	$223.50	Freehold Property	Quote for furniture removal. Requesting approval. Discussion with agent regarding quote for house cleaning and windows.
Kate Conneely	2/09/2022	$795	0.1	$79.50	Freehold Property	Approve maintenance quotes for the property. Review update from K Gavathas.
Elyse Diamond	2/09/2022	$495	0.2	$99.00	Other Assets	Review Macquarie proposal in respect of share sell down.
Kate Gavathas	2/09/2022	$745	0.6	$447.00	Freehold Property	Preparing update to team on contract and campaign status including recommendations on strategy and costs.
Kate Gavathas	2/09/2022	$745	0.2	$149.00	Freehold Property	Discussion with E Diamond regarding quote payments.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	5/09/2022	$495	0.6	$297.00	Freehold Property	Liaising Coastal Move in respect of furniture pick up, paying the same. Email on the same. Discussing remaining assets with K Gavathas.
Elyse Diamond	5/09/2022	$495	0.2	$99.00	Cash On Hand & Banking	Review Bank Australia accounts, follow up term deposits breaking.
Kate Gavathas	5/09/2022	$745	0.4	$298.00	Freehold Property	Providing instructions on clean up and removal of furniture. Discussion regarding payment of invoices.
Kate Gavathas	5/09/2022	$745	0.3	$223.50	Freehold Property	Review of marketing text and making necessary changes. Liaising with agent on the same and status of works.
Kate Conneely	6/09/2022	$795	0.2	$159.00	Other Assets	Review email from Macquarie. Discuss with E Diamond. Agree proposed approach on the basis of insufficient information.
Kate Conneely	6/09/2022	$795	0.3	$238.50	Freehold Property	Review emails from Ashurst regarding contract and GST position. Review emails from A Bowler regarding marketing as well as delays to styling and impact on property prices due to subdued market. Discuss with K Gavathas.
Megumi Gavin	6/09/2022	$645	0.5	$322.50	Freehold Property	Draft and submission of FRCGWT certificate for 67 and 69 Victory Parade, Tascott properties.
Elyse Diamond	6/09/2022	$495	0.3	$148.50	Freehold Property	Review foreign resident capital gains clearance certificates.
Elyse Diamond	6/09/2022	$495	0.6	$297.00	Other Assets	Review Macquarie share sell down onboarding requests. Gathering documents. Email on the same.
Kate Gavathas	6/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding contract updates.
Kate Gavathas	6/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding invoices and rental comparables for marketing text. Organising invoice payment with E Diamond.
Kate Gavathas	6/09/2022	$745	0.4	$298.00	Freehold Property	Considering email from Ashurst regarding GST. Assessment of valuation regarding renovation and construction of dwellings. Liaising with team regarding GST queries and fees for rental. Liaising with M Gavin regarding foreign resident capital gains withholding.
Kate Conneely	7/09/2022	$795	0.1	$79.50	Freehold Property	Approve responses to Ashurst regarding contract of sale.
Kate Gavathas	7/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with agent regarding internal cleaning quotes. Review of photos.
Kate Gavathas	7/09/2022	$745	0.2	$149.00	Freehold Property	Updating email to Ashurst regarding GST and issuing.
Elyse Diamond	7/09/2022	$495	0.4	$198.00	Freehold Property	Review sale contract revisions and comments from Ashurst. Discussing the same.
Kate Conneely	9/09/2022	$795	0.3	$238.50	Freehold Property	Review and approve final marketing material wording as well as updates on sale program and GST on contract.
Kate Gavathas	9/09/2022	$745	0.5	$372.50	Freehold Property	Following up agent for marketing text, review of quote for cleaning and pushing back on price. Discussions regarding works performed ahead of styling and finalisation next week.
Kate Gavathas	9/09/2022	$745	0.3	$223.50	Freehold Property	Providing update to team regarding status of property matters and marketing text review.
Kate Gavathas	9/09/2022	$745	0.2	$149.00	Freehold Property	Considering issues regarding marketing text and inclusion of jetty. Liaising with Ashurst on potential issues.
Elyse Diamond	9/09/2022	$495	0.4	$198.00	Freehold Property	Preparing marketing for sale payment via Insol. Email on the same. Memorandum on reason for bank account used.
Elyse Diamond	9/09/2022	$495	0.4	$198.00	Other Assets	Review of email from Macquarie in respect of induction requirements. Email on the same.
Kate Conneely	12/09/2022	$795	0.2	$159.00	Freehold Property	Approve cleaning fees. Approve payment of marketing expenses. Review emails from McGrath and K Gavathas.
Kate Conneely	12/09/2022	$795	0.2	$159.00	Other Assets	Discuss Macquarie account set up with E Diamond for share sale. Certify documents as requested by Macquarie.
Elyse Diamond	12/09/2022	$495	0.2	$99.00	Cash On Hand & Banking	Finalising payment of 2x marketing invoices, email on the same. Follow up receipt of moving invoice.
Elyse Diamond	12/09/2022	$495	0.2	$99.00	Other Assets	Certifying documents for share sales, emails on the same.
Kate Gavathas	12/09/2022	$745	0.4	$298.00	Freehold Property	Assessing update from agent and maintenance items ahead of campaign. Providing instruction to agent and E Diamond regarding clean up and next steps. Review of correspondence from ATO and liaising with E Diamond. Liaising with Ashurst on the same and FRWCT.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	12/09/2022	$745	0.3	$223.50	Freehold Property	Review of updated cleaning quotes. Liaising with agent and seeking approval from K Conneely. Calls to and from agent regarding styling and photos. Marketing payment issues and instruction.
Kate Gavathas	12/09/2022	$745	0.5	$372.50	Freehold Property	Review of updated sale contracts. Liaising with Ashurst on update to GST clause and inclusions. Requesting updated contracts for final review and approval. Considering email from Ashurst regarding inclusions of 'jetty' in marketing.
Kate Gavathas	12/09/2022	$745	0.4	$298.00	Freehold Property	Final review and update of marketing text, discussion with M Butler and finalise.
Michael Butler	17/10/2022	$795	0.3	$238.50	Freehold Property	Discuss marketing/sales matters; discuss contract with K Gavathas.
Elyse Diamond	13/09/2022	$495	0.3	$148.50	Other Assets	Exchanging emails with T Johnson of Macquarie in respect of share sell down.
Elyse Diamond	13/09/2022	$495	0.2	$99.00	Freehold Property	Follow up removalist payment and booking.
Kate Gavathas	13/09/2022	$745	0.6	$447.00	Freehold Property	Final review of updated contracts. Preparing cover email to team for approval and review including overview of salient clauses.
Elyse Diamond	14/09/2022	$495	0.3	$148.50	Cash On Hand & Banking	Prepare payment of Aspire Styling invoice. Email on the same. Discuss with K Gavathas, email stylist and agent.
Elyse Diamond	14/09/2022	$495	0.2	$99.00	Freehold Property	Review sale contracts and commentary from K Gavathas. Email on the same.
Kate Conneely	14/09/2022	$795	0.2	$159.00	Freehold Property	Review and approve final contracts for sale.
Kate Gavathas	14/09/2022	$745	0.3	$223.50	Freehold Property	Attending to various issues including property styling, marketing, maintenance and marketing text before campaign launch. Finalising marketing text and discussion with agent. Discussion on progress and status.
Kate Gavathas	15/09/2022	$745	0.5	$372.50	Freehold Property	Finalising contracts and discussion regarding foreign resident certificates. Considering update on change of terminology in contract from 'trustee' to 'vendor'. Liaising with agent on campaign preparation.
Elyse Diamond	15/09/2022	$495	0.3	$148.50	Freehold Property	Liaising with stylists and agents in respect of invoice payments.
Elyse Diamond	15/09/2022	$495	0.3	$148.50	Other Assets	Certifying M Korda, M Mentha, S Langdon IDs per Macquarie request in share sell down.
Kate Gavathas	16/09/2022	$745	0.7	$521.50	Freehold Property	Review of price guide recommendation from agent and supporting information. Assessment of market competition and standard. Review of comparable properties and value price point in market considering cooling. Call with M Butler regarding recommendation. Call with K Conneely on the same.
Kate Gavathas	16/09/2022	$745	0.5	$372.50	Freehold Property	Ongoing discussions with agent regarding last minute issues and updates on styling, photos, marketing and price guide. Review of updated letters to be signed prior to marketing regarding instruction to agent on price and comparables.
Kate Gavathas	16/09/2022	$745	0.5	$372.50	Freehold Property	Preparing update and recommendation to K Conneely regarding price guide and comparables. Seeking approval for letters to be signed and returned to agent. Providing approval to agent regarding no price guide. Comment regarding incorrect completion of letters and update.
Kate Gavathas	16/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with valuer regarding updated valuation for properties. Providing update to team on status of campaign and next steps. Review of marketing timetable and circulating with team.
Kate Conneely	16/09/2022	$795	0.3	$238.50	Freehold Property	Discussion with K Gavathas regarding whether price is advertised and commencement of sale process.
Michael Butler	17/10/2022	$795	0.4	$318.00	Freehold Property	Discuss auction guide and sales matters with K Gavathas.
Kate Conneely	19/09/2022	$795	0.4	$318.00	Other Assets	Review and finalise Macquarie Bank application for share trading account. Review update from K Gavathas on price ranges and confirmation to market without pricing guidance. Also review update on marketing submissions and next steps. Confirm approval to proceed.
Elyse Diamond	19/09/2022	$495	0.8	$396.00	Freehold Property	Execute McGrath Agent price authority documents. Review of draft marketing collateral, discussing the same and emails on the same.
Elyse Diamond	19/09/2022	$495	0.1	$49.50	Other Assets	Email correspondence with Macquarie in respect of share sell down.
Elyse Diamond	19/09/2022	$495	0.3	$148.50	Cash On Hand & Banking	Review and update of outstanding payments for property sale.
Kate Conneely	19/09/2022	$795	0.3	$238.50	Freehold Property	Various emails agent regarding marketing collateral and auctioneers. Discuss with M Butler.

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Michael Butler	17/10/2022	$795	0.2	$159.00	Freehold Property	Sales and marketing emails, review proofs, discuss with team.
Megumi Gavin	17/10/2022	$645	1.0	$645.00	Freehold Property	Review of all marketing proofs for both properties, collation of changes and email to sales agent.
Kate Conneely	20/09/2022	$795	0.2	$159.00	Other Assets	Further complete the Macquarie application. Emails with S Langdon and Macquarie regarding same.
Elyse Diamond	20/09/2022	$495	1.2	$594.00	Cash On Hand & Banking	Preparing payment schedule and cash flow analysis for property holding costs.
Elyse Diamond	20/09/2022	$495	0.2	$99.00	Other Assets	Follow up Macquarie share sale requirements. Email on the same.
Elyse Diamond	20/09/2022	$495	0.2	$99.00	Freehold Property	Review marketing collateral. Email on the same.
Kate Conneely	20/09/2022	$795	0.2	$159.00	Freehold Property	Review and approve final marketing proofs. Emails with M Gavin and call with S Spiliotopoulos to discuss.
Elyse Diamond	20/09/2022	$495	1.1	$544.50	Cash On Hand & Banking	Drafting of cash flow schedule for all Fund accounts and transfers.
Sophia Spiliotopoulos	20/09/2022	$745	0.6	$447.00	Freehold Property	Review adverts and marketing material for properties as provided by M Gavin. Discuss with K Conneely. Email to team.
Megumi Gavin	17/10/2022	$645	0.9	$580.50	Freehold Property	Review of marketing material changes, draft email to K Conneely requesting approval. Response to S Spiliotopoulos regarding land area. Email to agent confirming material approval.
Michael Butler	17/10/2022	$795	0.3	$238.50	Freehold Property	Marketing collateral review.
Elyse Diamond	21/09/2022	$495	0.8	$396.00	Freehold Property	Review final Point Clare property marketing materials, draft email update to Interested Persons, send the same
Megumi Gavin	17/10/2022	$645	0.2	$129.00	Freehold Property	Follow up with agent regarding marketing proofs.
Kate Conneely	26/09/2022	$795	0.1	$79.50	Freehold Property	Review and respond to email from A Bowler regarding costs for auctioneer and sales inspection.
Sophia Spiliotopoulos	26/09/2022	$745	0.5	$372.50	Tangible Fixed Assets - Other	Review emails and discussions with E Diamond regarding shares (and property). Review and discuss email with invoice for costs. Review trade confirmations. Discuss accounting with E Diamond. Email to appointee.
Kate Conneely	26/09/2022	$795	0.4	$318.00	Other Assets	Calls and emails with Macquarie regarding sell down of share portfolio. Approve sell down. Confirm position at end of day with S Spiliotopoulos.
Elyse Diamond	26/09/2022	$495	0.3	$148.50	Freehold Property	Call with A Bowler to confirm invoice requirements for auctioneer. Discuss same internally.
Elyse Diamond	26/09/2022	$495	0.4	$198.00	Other Assets	Review contract notes for sale of both shareholdings. Update realisation schedule for the same.
Kate Gavathas	26/09/2022	$745	0.6	$447.00	Freehold Property	Review of campaign update from McGrath and preparing summary notes to discuss with the agent.
Kate Gavathas	26/09/2022	$745	0.2	$149.00	Freehold Property	Liaising with E Diamond regarding ATO issues.
Kate Gavathas	26/09/2022	$745	0.2	$149.00	Freehold Property	Call with PRP - C Pugsley regarding updated valuation. Discussion on scope and properties.
Sophia Spiliotopoulos	26/09/2022	$745	0.5	$372.50	Freehold Property	Marketing update call from McGrath.
Kate Conneely	27/09/2022	$795	0.3	$238.50	Freehold Property	Review marketing update from McGrath. Discussion with Sophie regarding feedback required from McGrath.
Kate Conneely	27/09/2022	$795	0.3	$238.50	Other Assets	Discussion with S Spiliotopoulos regarding sale of shares and recoupment of funds. Approve Macquarie documentation. Call with E Diamond. DocuSign transfer forms.
Kate Gavathas	27/09/2022	$745	0.5	$372.50	Freehold Property	Call with agent regarding week one marketing update.
Elyse Diamond	27/09/2022	$495	0.8	$396.00	Freehold Property	Point Clare properties marketing update call with McGrath. Drafting update email on the same.
Elyse Diamond	27/09/2022	$495	0.4	$198.00	Other Assets	Liaising with Macquarie for realisation of funds from sale of shares. Calls on the same.
Kate Gavathas	27/09/2022	$745	0.3	$223.50	Freehold Property	Update to team regarding valuer and recommendation of scope and approval of quote.
Kate Gavathas	27/09/2022	$745	0.3	$223.50	Freehold Property	Providing feedback to agent regarding reporting and campaign structure.
Kate Conneely	28/09/2022	$795	0.2	$159.00	Freehold Property	Consider updates from K Gavathas regarding sale process, discussions with agent and also discussions with interested parties. Provide confirmation of instructions.
Elyse Diamond	28/09/2022	$495	0.4	$198.00	Freehold Property	Finalise and issue property update for Point Clare properties sales campaign.
Kate Gavathas	28/09/2022	$745	0.3	$223.50	Freehold Property	Discussion with E Diamond regarding Point Clare properties update and preparing email for update to K Conneely.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	28/09/2022	$745	0.2	$149.00	Freehold Property	Update email to K Conneely regarding status and next steps.
Kate Gavathas	28/09/2022	$745	0.5	$372.50	Freehold Property	Review of draft update email and amending in line with salient information. Issuing to team.
Elyse Diamond	29/09/2022	$495	0.1	$49.50	Other Assets	Follow up CAT team in respect of receipt of share sale funds.
Kate Gavathas	30/09/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding mid week update and interest.
Elyse Diamond	4/10/2022	$495	0.4	$198.00	Freehold Property	Review missing invoices, update email to agents, discuss same internally.
Kate Conneely	4/10/2022	$795	0.3	$238.50	Freehold Property	Review of marketing update reports from McGrath.
Kate Conneely	4/10/2022	$795	0.2	$159.00	Other Assets	Review emails from S Spiliotopoulos regarding Macquarie transfer. Review email from Macquarie - discuss CGT issues with S Spiliotopoulos.
Sophia Spiliotopoulos	4/10/2022	$745	0.5	$372.50	Freehold Property	Marketing update call with A Bowler (McGrath) and K Gavathas.
Sophia Spiliotopoulos	4/10/2022	$745	0.2	$149.00	Other Assets	Discussion with W Wood of Macquarie Bank regarding transfer of proceeds from sale of shares. Discuss with appointee.
Kate Gavathas	4/10/2022	$745	0.5	$372.50	Freehold Property	Review work invoice payments. Organising meeting with agent. Review agent marketing update and commentary, making notes for discussion and strategy assessment.
Kate Gavathas	4/10/2022	$745	0.2	$149.00	Freehold Property	Update with valuer on updated valuations. Discussions regarding meeting and property specifics.
Kate Conneely	5/10/2022	$795	0.3	$238.50	Other Assets	Follow up Macquarie. Calls with Macquarie to discuss.
Kate Conneely	5/10/2022	$795	0.3	$238.50	Freehold Property	Discussion with K Gavathas regarding sales updates for Point Clare properties. Discuss content required for court application. Discuss updated valuation.
Elyse Diamond	5/10/2022	$495	0.6	$297.00	Freehold Property	Review various update reports and correspondence from agents. Discuss the same. Draft update email.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Call with C Pugsley of PRP valuations regarding the desktop valuation of the property. Discussion regarding market update.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Review of updated report provided by A Bowler to provide feedback on campaign and recommendation. Providing instruction to team on update to K Conneely.
Kate Gavathas	5/10/2022	$745	0.5	$372.50	Freehold Property	Review of draft valuations ahead of discussion with valuer. Preparing notes and points for discussion.
Kate Conneely	6/10/2022	$795	0.2	$159.00	Freehold Property	Review strategy update paper from K Gavathas. Agree to pricing change. Enquire about updated valuations. Discuss with K Gavathas.
Kate Gavathas	6/10/2022	$745	0.6	$447.00	Freehold Property	Review of update to K Conneely regarding campaign progress, marketing statistics and discussions with valuer. Providing recommendation on price guide decrease.
Kate Gavathas	6/10/2022	$745	0.3	$223.50	Freehold Property	Discussion with agent. Providing instruction regarding price. Discussion regarding forms and trouble shooting issues.
Kate Gavathas	6/10/2022	$745	0.3	$223.50	Freehold Property	Providing update on valuation. Discussion with C Pugsley from PRP.
Sophia Spiliotopoulos	10/10/2022	$745	0.6	$447.00	Freehold Property	Briefly attend update meeting with A Bowler of McGrath regarding inspections ahead of auction. Internal update call with E Diamond and K Gavathas regarding auctions, reserve, updated valuations and strategy.
Sophia Spiliotopoulos	10/10/2022	$745	0.3	$223.50	Freehold Property	Review marketing update from A Bowler and emails from K Gavathas. Discuss with E Diamond.
Elyse Diamond	10/10/2022	$495	1.1	$544.50	Freehold Property	Call with agents in respect of property sale progress. Internal call on the same. Call with ATO in respect of FIRB clearance for sale.
Kate Conneely	10/10/2022	$795	0.2	$159.00	Freehold Property	Review sales inspection updates from McGrath as well as updates from Kate regarding upcoming auctions and notes to Ashurst regarding contracts.
Kate Gavathas	10/10/2022	$745	0.5	$372.50	Freehold Property	Call with agent A Bowler regarding weekend interest, contracts issued, feedback, campaign and auction strategy and discussions regarding up coming auctions. Discussion regarding reporting and interested parties. Discussion regarding insurance and fall during inspection.
Kate Gavathas	10/10/2022	$745	0.4	$298.00	Freehold Property	Team meeting (S Spiliotopoulos and E Diamond) to discuss next steps and reporting. Discussions regarding auction reserve, inspection fall and insurance issues and preparing documentation for auctions.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	10/10/2022	$745	0.5	$372.50	Freehold Property	Review update report and preparing notes, liaising with agent regarding additional information required. Providing instruction to E Diamond and S Spiliotopoulos regarding documents required ahead of auction and dividing tasks/setting strategy.
Kate Gavathas	10/10/2022	$745	0.6	$447.00	Freehold Property	Review of draft valuation and preparing update to K Conneely regarding auction preparation and reserves. Liaising with Ashurst and advising of auctions. Requesting auction contracts and discussion regarding FRWC.
Kate Conneely	11/10/2022	$795	0.1	$79.50	Freehold Property	Review and approve payment of expenses associated with the properties.
Elyse Diamond	11/10/2022	$495	0.7	$346.50	Freehold Property	Preparing marketing update on the properties for K Conneely.
Elyse Diamond	11/10/2022	$495	0.9	$445.50	Freehold Property	Preparing memo on sale of property for K Conneely and S Langdon prior to auction. Discussing the same. Contacting ATO for clearance update.
Kate Conneely	11/10/2022	$795	0.2	$159.00	Freehold Property	Discussion with S Langdon regarding auctions on Saturday. Update call with S Spiliotopoulos.
Kate Gavathas	11/10/2022	$745	0.4	$298.00	Freehold Property	Review of update reporting to K Conneely and S Langdon, providing comments for updates and approving.
Kate Conneely	12/10/2022	$795	0.2	$159.00	Freehold Property	Review update from Ashurst regarding contract for sale and changes based on new regulations. Review update from K Gavathas and note from E Diamond.
Elyse Diamond	12/10/2022	$495	0.3	$148.50	Freehold Property	Finalising and issuing property update to appointees.
Elyse Diamond	12/10/2022	$495	0.6	$297.00	Freehold Property	Drafting reserve price authority letters. Discussing the same. Phone call with K Gavathas discussing various matters.
Elyse Diamond	12/10/2022	$495	0.4	$198.00	Freehold Property	Correspondence with ATO in respect of foreign resident capital gains withholding certificate.
Kate Gavathas	12/10/2022	$745	0.2	$149.00	Freehold Property	Liaising with Ashurst regarding auction contracts and auction conditions.
Kate Gavathas	12/10/2022	$745	0.2	$149.00	Freehold Property	Review auction contracts in final.
Kate Gavathas	12/10/2022	$745	0.3	$223.50	Freehold Property	Review property reserve letters and liaising with E Diamond. Discussion with A Bowler regarding update from inspections.
Elyse Diamond	13/10/2022	$495	0.6	$297.00	Freehold Property	Various discussions and preparation for auction of Point Clare properties. Follow ups as required.
Kate Gavathas	13/10/2022	$745	0.5	$372.50	Freehold Property	Update with team regarding auction strategy recommendation, reserves and auction contract. Discussions with A Bowler regarding feedback and updates. Discussion with Ashurst regarding contract change. Vendor bid strategy. Update to team.
Kate Conneely	14/10/2022	$795	1.1	$874.50	Freehold Property	Call with M Butler regarding auction reserves and strategy to deal with passing in. Call with K Gavathas and E Diamond to agree vendor bids and also reserves. Approve letters to be finalised to agents. Review proposed contract amendments from Ashurst. Approve. Email on the same.
Elyse Diamond	14/10/2022	$495	0.4	$198.00	Freehold Property	Calls with K Conneely and K Gavathas in respect of property auctions, reserve prices, vendor bids.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Freehold Property	Finalising vendor bid and reserve price documents. Discussing the same.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Freehold Property	Reviewing property auction contract amendments and emails on the same.
Elyse Diamond	14/10/2022	$495	0.5	$247.50	Freehold Property	Review further emails from Ashurst in respect of contract amendments. Calls with K Gavathas on the same.
Kate Gavathas	14/10/2022	$745	0.7	$521.50	Freehold Property	Call with K Conneely and team to discuss reserve recommendations, auction strategy and update from A Bowler. Discussion regarding contract amendments. Review of update and recommendation from E Diamond, making comments and finalising.
Kate Gavathas	14/10/2022	$745	0.5	$372.50	Freehold Property	Review contract amendments received for 67 and 69 Victory Parade. Review Ashurst response and prepare Trustee response and assessment. Email to M Butler regarding approval and key term changes. Providing recommendation considering DA and settlement period.
Kate Gavathas	14/10/2022	$745	0.7	$521.50	Freehold Property	Preparing information for M Butler regarding proposed contract terms. Discussion with A Bowler and E Diamond regarding information. Seeking approval from K Conneely. Response to Ashurst. Final call with agent regarding recent inspections, feedback and strategy.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Kate Gavathas	14/10/2022	$745	0.3	$223.50	Freehold Property	Call with K Ferguson of Ashurst regarding contract amendments and Ashurst legal advice. Review of correspondence sent to potential purchaser and additional amendments requested regarding other parties as purchaser, review, providing recommendation and approval.
Kate Gavathas	15/10/2022	$745	5.0	$3,725.00	Freehold Property	Travel to Tascott ahead of property auctions. Meet with agent to discuss reserve and auction strategy. Discussion regarding issues ahead of auction and instructions. Attend auction and liaise with agent as required. Review contract amendments. Return to Sydney.
Kate Gavathas	15/10/2022	$745	0.3	$223.50	Freehold Property	Liaising with agent regarding reserve and contract amendments. Providing update to S Langdon regarding campaign, auction and update.
Michael Butler	14/10/2022	$795	0.6	$477.00	Freehold Property	Review request for amendments, discuss auction reserves, discuss strategy for auctions.
			152.4	**$96,545.50**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Interested Persons						
Elyse Diamond	29/07/2022	$375	0.8	$300.00	General - Investors	Returning phone calls of interested persons, providing update on engagement status.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	General - Investors	Responding to email enquiries from Interested persons in inbox.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	General - Investors	Responding to interested person member enquiry, responding to emails received in enquiry inbox.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	General - Investors	Responding to member enquiries received in inbox.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	General - Investors	Phone call with Interested Person, adding to potential member schedule.
Elyse Diamond	29/07/2022	$375	0.1	$37.50	General - Investors	Phone call with Interested Person, adding contact details to schedule, email to the same with previous correspondence issued.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	General - Investors	Phone calls in respect of APM Fund from Interested Persons, providing update and answering queries as required.
Elyse Diamond	29/07/2022	$375	0.4	$150.00	General - Investors	Responding to emails received in Botany Mill inbox from Interested Persons.
Elyse Diamond	29/07/2022	$375	0.8	$300.00	General - Investors	Several phone calls from Interested Person, updating schedule for the same. Responding to further emails on the same.
Elyse Diamond	6/06/2022	$375	0.3	$112.50	General - Investors	Responding to email enquiries from Interested Persons, updating schedule for the same.
Elyse Diamond	15/06/2022	$375	0.1	$37.50	General - Creditors	Follow up Energy Australia regarding accounts and liquidators appointment.
Elyse Diamond	16/06/2022	$375	0.8	$300.00	General - Investors	Returning several Interested Persons phone calls. Providing updates on the fund and answering other queries.
Elyse Diamond	16/06/2022	$375	0.3	$112.50	General - Investors	Responding to emails received into botany mill inbox.
Elyse Diamond	24/06/2022	$375	0.3	$112.50	General - Investors	Phone call with previous member of the fund. Updating schedule of interested persons.
Elyse Diamond	30/06/2022	$375	0.7	$262.50	General - Investors	Returning former member phone calls. Updating interested persons schedule.
Elyse Diamond	30/06/2022	$375	0.3	$112.50	General - Investors	Returning Interested Person emails.
Elyse Diamond	1/07/2022	$375	0.7	$262.50	General - Investors	Returning phone calls of various Interested Persons. Updating member schedule.
Elyse Diamond	4/07/2022	$495	0.4	$198.00	General - Investors	Returning emails from Interested Persons received into Botany Mill inbox.
Elyse Diamond	6/07/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person. Email on the same. Updating schedule.
Elyse Diamond	8/07/2022	$495	0.2	$99.00	General - Investors	Emails to Interested Persons. Updating members schedule. Updating Interested Persons schedule for returned letters.
Elyse Diamond	11/07/2022	$495	0.4	$198.00	General - Investors	Phone call with member of the Fund. Updating correspondence schedule. Liaising with practice management to mail previous correspondence.
Elyse Diamond	14/07/2022	$495	0.6	$297.00	General - Investors	Phone call with two former members of the Fund. Updating correspondence schedule. Emails to the same, organising mailing of documents.
Elyse Diamond	29/07/2022	$495	0.3	$148.50	General - Investors	Returning emails from Interested Persons in Botany Mill inbox.
Elyse Diamond	5/08/2022	$495	0.7	$346.50	General - Investors	Returning phone calls of Interested Persons. Updating schedule for the same.
Elyse Diamond	8/08/2022	$495	0.3	$148.50	General - Investors	Phone call from Interested Persons. Updating schedule for the same.
Elyse Diamond	11/08/2022	$495	0.2	$99.00	General - Investors	Responding to Interested Person email.
Elyse Diamond	15/08/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person.
Elyse Diamond	22/08/2022	$495	0.1	$49.50	General - Investors	Phone call from Interested Person.
Elyse Diamond	1/09/2022	$495	0.1	$49.50	General - Investors	Phone call from Interested Person.
Elyse Diamond	2/09/2022	$495	0.2	$99.00	General - Investors	Returning phone call from Interested Person.
Elyse Diamond	6/09/2022	$495	0.1	$49.50	General - Creditors	Response to Energy Australia email requesting outstanding invoices.
Elyse Diamond	21/09/2022	$495	0.3	$148.50	General - Investors	Reply emails from various Interested Persons
Elyse Diamond	28/09/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person in respect of Point Clare properties.
Elyse Diamond	4/10/2022	$495	0.2	$99.00	General - Investors	Phone call from Interested Person, email to the same, updating schedule.
Elyse Diamond	10/10/2022	$495	0.1	$49.50	General - Investors	Reply email from Interested Person.
Elyse Diamond	13/10/2022	$495	0.4	$198.00	General - Investors	Reviewing notebook transcription of retired employees and honorary members.
Elyse Diamond	14/10/2022	$495	0.3	$148.50	General - Investors	Responding to emails from various Interested Persons. Returning phone call from former member.
			12.60	**5,385.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Statutory compliance						
Kate Conneely	9/05/2022	$725	0.1	$72.50	Income Assessment	Discussion with E Diamond regarding finalisation of accounts. Update to A Kam and S Brandon.
Kate Conneely	10/05/2022	$725	0.2	$145.00	Income Assessment	Call with S Spiliotopoulos regarding account finalisation, outstanding queries and plan to commence audit.
Elyse Diamond	29/07/2022	$375	0.8	$300.00	Income Assessment	Call with Rothsay in respect of drafted statements and potential tax implications, discussing the same with S Spiliotopoulos.
Sophia Spiliotopoulos	29/07/2022	$675	1.2	$810.00	Income Assessment	Update teleconference with Rothsay regarding account preparation. Search and review of ASIC unclaimed monies, as required following phone call.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Income Assessment	Review of final draft of Rothsay statements, gathering queries for call to discuss.
Kate Conneely	12/05/2022	$725	0.2	$145.00	Income Assessment	Review and approve engagement letter for audit of accounts. Discuss with S Spiliotopoulos.
Khang Nguyen	29/07/2022	$325	0.8	$260.00	Opening/Closing Bank Accounts	Arrange to open bank accounts with Macquarie.
Khang Nguyen	29/07/2022	$325	0.3	$97.50	Opening/Closing Bank Accounts	Prepared St George account closure letter as requested by E Diamond.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Income Assessment	Email correspondence with Rothsay in respect of audit process.
Kate Conneely	16/05/2022	$725	0.1	$72.50	Annual Reporting Obligations	Discussion regarding update from Rothsay Accountants and commencement of audit.
Khang Nguyen	29/07/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Arrange to open a bank account with Macquarie.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Income Assessment	Review of Rothsay audit requests in respect of FY14-22 accounts.
Elyse Diamond	29/07/2022	$375	0.2	$75.00	Income Assessment	Update email to Rothsay in respect of audit tasks requested.
Elyse Diamond	29/07/2022	$375	0.3	$112.50	Income Assessment	Correspondence with Rothsay in respect of missing dividend payments. Following up the same with the share registries.
Elyse Diamond	29/07/2022	$375	0.6	$225.00	Income Assessment	Review of Relativity for missing invoices per Rothsay audit request. Reconciling dividend payments for the same.
Indra Permana	29/07/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Opening Macquarie bank accounts.
Jesslyn Dharmasaputra	29/07/2022	$325	1.0	$325.00	Opening/Closing Bank Accounts	Opening 5 Macquarie accounts.
Elyse Diamond	9/06/2022	$375	0.6	$225.00	Income Assessment	Email correspondence with Rothsay in respect of missing invoices. Discussing same S Spiliotopoulos. Reconciling relevant invoices.
Elyse Diamond	9/06/2022	$375	0.8	$300.00	Income Assessment	Dividend income reconciliation for purposes of financial statement preparation per Rothsay request.
Elyse Diamond	9/06/2022	$375	0.7	$262.50	Income Assessment	Searching for missing invoices for audit. Reconciling missing dividends for the same.
Jesslyn Dharmasaputra	17/10/2022	$325	0.5	$162.50	Opening/Closing Bank Accounts	Setting up 5 new bank accounts in Insol.
Indra Permana	17/10/2022	$325	0.4	$130.00	Opening/Closing Bank Accounts	Entering new bank account into Insol.
Elyse Diamond	16/06/2022	$375	0.3	$112.50	Income Assessment	Search of Relativity for missing invoices per auditor request.
Elyse Diamond	22/06/2022	$375	0.2	$75.00	Office Of State Revenue Correspondence	Review of land tax notice. Email on the same to S Spiliotopoulos. Review of land tax portal for relevant information.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Income Assessment	Search in Relativity for missing invoices per auditor enquiries. Confirming location of the same. Updating schedule.
Elyse Diamond	23/06/2022	$375	0.6	$225.00	Income Assessment	Continuing reconciliation of payments and invoices per auditor requests.
Elyse Diamond	23/06/2022	$375	0.8	$300.00	Income Assessment	Relativity document reconciliation per auditor enquiries. Reconciling payments, invoices and cheque stubs.
Elyse Diamond	27/06/2022	$375	1.1	$412.50	Income Assessment	Search for further invoices per auditor request. Reconciling the same to missing schedule. Search of Relativity for dividend statements.
Elyse Diamond	27/06/2022	$375	0.7	$262.50	Income Assessment	Drafting email and collating documents for auditor in response to all requests.
Elyse Diamond	29/06/2022	$375	0.2	$75.00	Income Assessment	Liaising with Rothsay on audit confirmations. Discussing the same S Langdon.
Elyse Diamond	6/07/2022	$495	0.8	$396.00	Income Assessment	Reviewing Relativity, reconciling missing invoices for auditors.
Elyse Diamond	6/07/2022	$495	1.3	$643.50	Income Assessment	Continuing search of Relativity for invoices per auditor request. Updating schedule of the same and collating.
Elyse Diamond	7/07/2022	$495	0.6	$297.00	Income Assessment	Updating audit schedules and drafting update for Rothsay. Email on the same.
Elyse Diamond	8/07/2022	$495	0.7	$346.50	Office Of State Revenue Correspondence	Phone call with Revenue NSW in respect of land tax credit. Email on the same, requesting transfer to new Client ID.

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Elyse Diamond	11/07/2022	$495	0.4	$198.00	Income Assessment	Email responding to auditor queries in respect of bank signatories.
Clarisse Lemos	29/07/2022	$375	0.1	$37.50	Cat Processing	Process receipts and payments into Insol.
Sen Batewela	29/07/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	29/07/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Clarisse Lemos	12/07/2022	$375	0.1	$37.50	Cat Processing	Process receipts and payments into Insol.
Elyse Diamond	12/07/2022	$495	0.3	$148.50	Income Assessment	Review of enquiries from auditors. Responding to emails on the same.
Elyse Diamond	14/07/2022	$495	0.2	$99.00	Office Of State Revenue Correspondence	Follow up email State Revenue NSW on transfer of credit.
Elyse Diamond	15/07/2022	$495	0.6	$297.00	Income Assessment	Review of Relativity for picnic fund accounts per Rothsay requests. Reconciling the same. Email on the same.
Elyse Diamond	18/07/2022	$495	0.6	$297.00	Income Assessment	Following up outstanding expense documentation per auditor request. Email on the same.
Elyse Diamond	19/07/2022	$495	0.3	$148.50	Office Of State Revenue Correspondence	Review of land tax correspondence - reviewing the same, following up transfer of credit. Reviewing online portal.
Clarisse Lemos	28/07/2022	$375	1.0	$375.00	Bank Reconciliation	Extracted banking history and reconciled the bank account for June 2022.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Jesslyn Dharmasaputra	17/10/2022	$375	0.4	$150.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Elyse Diamond	22/08/2022	$495	0.2	$99.00	Ato Correspondence	Discussing GST registration notification received with S Spiliotopoulos. Calling Rothsay in respect of the same.
Khang Nguyen	17/10/2022	$375	0.5	$187.50	Opening/Closing Bank Accounts	Arrange to close a bank account with Macquarie.
Sen Batewela	17/10/2022	$375	0.9	$337.50	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	17/10/2022	$200	0.3	$60.00	Cat Processing	Save confirmation and post payment into Insol.
Elyse Diamond	5/09/2022	$495	0.4	$198.00	Ato Correspondence	Liaising with CAT in respect of adding CAC to portal. Review the same. Provide to real estate for clearance certificate.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Indra Permana	17/10/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Sen Batewela	17/10/2022	$375	0.2	$75.00	Cheques/Transfers	Processed payment online and sent out confirmation email.
Zendie De Guzman	17/10/2022	$200	0.2	$40.00	Cat Processing	Save confirmation and post payment into Insol.
Elyse Diamond	19/09/2022	$495	0.4	$198.00	Ato Correspondence	Phone call with ATO in respect of clearance certificate to be issued.
Elyse Diamond	12/10/2022	$495	0.9	$445.50	Remuneration	Commence review of remuneration application prepared by Ashurst. Update as required.
Elyse Diamond	12/10/2022	$495	0.9	$445.50	Remuneration	Commence review of WIP. Update remuneration application as required. Preparing transfers as required.
Elyse Diamond	13/10/2022	$495	0.6	$297.00	Remuneration	Reviewing role clarification from Ashurst for remuneration application preparation.
			29.5	**$12,344.00**		

Staff member	Date	Rate	Hours	Cost ($)	Milestone	Narration
Trading						
Elyse Diamond	29/06/2022	$375	0.8	$300.00	Trade On Accounting	Drafting Insol accounting entries for term deposit opening balances.
Elyse Diamond	29/06/2022	$375	0.9	$337.50	Trade On Accounting	Drafting Insol no action payments for closure of St George accounts.
Elyse Diamond	30/06/2022	$375	0.8	$300.00	Trade On Accounting	Drafting Insol account entries for Bank Australia receipts.
Elyse Diamond	30/06/2022	$375	0.6	$225.00	Trade On Accounting	Drafting Insol account entries for transfer to Macquarie accounts. Discussing the same with S Spiliotopoulos.
Elyse Diamond	1/07/2022	$375	0.3	$112.50	Trade On Accounting	Drafting of payment of Point Clare property insurance invoice.
Elyse Diamond	8/07/2022	$495	0.2	$99.00	Trade On Accounting	Correspondence K Conneely in respect of trading payments and next steps for counsel fees.
Elyse Diamond	8/07/2022	$495	0.6	$297.00	Planning & Controls	Drafting payment schedule for all trading payments paid and unpaid. Reconciling remuneration application against the same.
Elyse Diamond	11/07/2022	$495	0.8	$396.00	Trade On Accounting	Preparing payment of counsel fees via Bank Australia per K Conneely request. Update to Ashurst on the same.
Elyse Diamond	11/07/2022	$495	0.7	$346.50	Trade On Accounting	Receipts and no action payments in Insol for term deposit changes and transfers.
Elyse Diamond	12/07/2022	$495	0.7	$346.50	Trade On Accounting	Finalising pre appointment account reconciliations and postings. Discussing the same with CAT team. Distinguishing different APM accounts.
Elyse Diamond	12/07/2022	$495	0.8	$396.00	Planning & Controls	Updating payment schedule and reconciliation for partial payments and legal fees. Reviewing prior to request for advice on payment and asset structure.
Sophia Spiliotopoulos	12/07/2022	$745	0.8	$596.00	Trade On Accounting	Review no action receipts and payments as prepared by E Diamond. Discuss with E Diamond.
Elyse Diamond	15/07/2022	$495	0.8	$396.00	Trade On Accounting	Preparing Ashurst payments of invoices via Bank Australia. Email on the same, memorandum on payment reasoning.
Elyse Diamond	15/07/2022	$495	0.1	$49.50	Trade On Accounting	Email to Opal in respect of invoices received.
Elyse Diamond	8/08/2022	$495	0.8	$396.00	Trade On Accounting	Preparing payment batch - KM fees, transfer at call to cheque account. Discussing same S Spiliotopoulos. Updating cash position tracker.
Sophia Spiliotopoulos	9/08/2022	$745	0.1	$74.50	Trade On Accounting	Review and approve payment as prepared by E Diamond.
Elyse Diamond	17/08/2022	$495	0.8	$396.00	Planning & Controls	Update of payment schedule and cash flow forecast for the Fund.
Elyse Diamond	18/08/2022	$495	1.2	$594.00	Trade On Accounting	Preparing payment batch of 8x property related expenses.
Elyse Diamond	18/08/2022	$495	0.9	$445.50	Trade On Accounting	Preparing payment batch of 5x legal fees invoice via Insol.
Elyse Diamond	18/08/2022	$495	0.6	$297.00	Trade On Accounting	Preparing account transfers between Macquarie at call and transaction accounts.
Sophia Spiliotopoulos	22/08/2022	$745	0.8	$596.00	Trade On Accounting	Review two batches of account transfers and then payments, as prepared by E Diamond. Email to team.
Kate Conneely	23/08/2022	$795	0.1	$79.50	Trade On Management	Review and approve invoices payments.
Elyse Diamond	23/08/2022	$495	0.2	$99.00	Trade On Accounting	Correspondence with Ashurst in respect of additional invoices required.
Elyse Diamond	23/08/2022	$495	0.2	$99.00	Suppliers - Services	Email following up Energy Australia invoices.
Sophia Spiliotopoulos	29/09/2022	$745	0.3	$223.50	Trade On Accounting	Review and approve bank reconciliations.
Sophia Spiliotopoulos	4/10/2022	$745	0.2	$149.00	Trade On Accounting	Emails and discussion with E Diamond regarding payments required.
Sophia Spiliotopoulos	6/10/2022	$745	0.5	$372.50	Suppliers - Services	Review engagement letter from Fitzalan Advisory and discuss with E Diamond the work required. Mark up.
Sophia Spiliotopoulos	10/10/2022	$745	0.3	$223.50	Trade On Accounting	Review batch of payments as prepared by E Diamond. Email to team.
Elyse Diamond	10/10/2022	$495	1.1	$544.50	Trade On Accounting	Payment batch of pre-sale property invoices and legal fees. Discussing same. Memo on the same.
Elyse Diamond	14/10/2022	$495	0.8	$396.00	Trade On Accounting	Completing no action payments for accounting of invoices in Bank Australia.
Elyse Diamond	14/10/2022	$495	1.3	$643.50	Trade On Accounting	Completing no action payments to account for transfer of term deposits to at call accounts.
Elyse Diamond	14/10/2022	$495	0.9	$445.50	Trade On Accounting	Reconciliation of various bank accounts. Commence preparation of payments and receipts in accounting software.
			20.0	**$10,272.00**		
Total			**242.80**	**$140,117.50**		

02 4325 3540
admin@coastshelter.org.au
PO Box 1234 Gosford NSW 2250

TAX INVOICE

Central Coast Emergency
Accommodation Services Ltd trading as
Coast Shelter

ABN
46 095 999 287

Kate Berry

Invoice Date
15 Sep 2022

Invoice Number
INV-0408

Reference
0408

Description	Quantity	Unit Price	GST	Amount AUD
Coasties on the Move Attention: Kate Berry 67 Victory Parade Tascott Move all furniture from inside the house to the kerb	1.00	81.82	10%	81.82

Subtotal	81.82
Total GST 10%	8.18
Invoice Total AUD	90.00
Total Net Payments AUD	0.00
Amount Due AUD	**90.00**

Payment Details:

Pay by card – Phone Allison on 0435 085 781

Coast Shelter is registered with the independent national regulator of charities, the Australian Charities and Not-for-Profits Commission (ACNC)

Gallagher

TAX INVOICE (Renewal)

Arthur J. Gallagher & Co (Aus) Limited
ABN 34 005 543 920
AFSL 238312
Level 12, 80 Pacific Highway
NORTH SYDNEY NSW 2060
T: 02 9242 2000
F: 02 9424 1800
E: sydney@ajg.com.au
W: **ajg.com.au**

APM Security Plan Sickness & Accident Fund (Liquidators Appointed)
c/- KordaMentha
Level 5, 2 Chifley Square
SYDNEY NSW 2000

Client Reference
APMS001

Invoice Number
I266253

Date
15/06/22

Account Executive
Neil Collins
E: neil.collins@ajg.com.au
T: +61 2 9424 1811

Insured:	APM Security Plan Sickness & Accident Fund
Insured With:	QBE Insurance (Australia) Limited GPO Box 705 BRISBANE QLD 4001
Policy Number:	2021 RiskCover Expiring: 22/06/23
Insurance Class:	RiskCover Domestic
Period of Cover:	22/06/22 to 22/06/23 At 4pm Local Time
Covering:	HH

Premium	1,958.39
Fire Levy	254.59
U/W GST	221.30
Stamp Duty	219.09
Brokers Fee	200.00
Br Fee GST	20.00
Total	**2,873.37**

This becomes a tax invoice upon proof of payment.

TOTAL DUE

$2,873.37

Payment due by
29/06/22

Important Notice:
Should you require information regarding our important relationships, privacy and how we earn our remuneration, please visit the Gallagher website: ajg.com.au
See important insurance notices overleaf and documents enclosed.

Remittance Advice

Our postal address:	PO Box 1898 NORTH SYDNEY NSW 2059			Our Ref:	21090324/0224
Invoice:	I266253	Client:	APM Security Plan Sickness & Accident Fund (Liquidators Appointed)	Account Executive:	Neil Collins
Policy No:	2021 RiskCover	Client Ref:	APMS001	Amount Due:	$2,873.37

PAYMENT OPTIONS

By BPAY®
Contact your financial institution to arrange payment from your account

Biller Code: 43984
Ref: 10002662539

Electronic Funds Transfer
Direct Deposit BSB - 033819
Account No - 224225960
Use for Online payments only

Pay by Credit Card
By Phone: Please call **1800 226 012**
By Web: Go to www.ajg.com.au/client-portal
A surcharge will apply of:
0.76% for Visa and Mastercard, or
1.87% for American Express, incl. GST.

POST billpay
Billpay Code: 0844
Ref: 9234 1000 2662 5380

*844 9234 0000001000266253 80
Pay in person at any Post Office

necollins

Important Notices

Duty not to misrepresent

There are specific duties that apply to you when you enter into, vary or extend a consumer insurance contract which is obtained wholly or predominantly for your personal, domestic or household purposes eg domestic car, house, travel or accident & illness insurance.

You have a duty to take reasonable care not to make a misrepresentation to the insurer when answering questions that the insurer will ask you and providing the insurer with information. Before you enter into, vary or extend a consumer insurance contract, the insurer will ask you questions that are relevant to the insurer's decision to insure you and on what terms.

You must take reasonable care not to make a misrepresentation to the insurer when answering those questions. A misrepresentation includes a statement that is in any way false, misleading, dishonest or which does not fairly reflect the truth. It is important that you answer these questions fully and accurately, to the best of your knowledge.

When answering the insurer's questions:

- take reasonable care to make sure your answers are true, honest, up to date and complete in all respects. You may breach the duty if you answer without any care as to its truth or if you only guess or suspect the truth. If in doubt, pause the application and obtain the true facts before answering; and
- if another person is answering for you, the insurer will treat their answers as yours. In such a case you should check the questions have been answered correctly on your behalf by them.

If you do not take reasonable care not to make a misrepresentation to the insurer, the insurer may cancel your contract, or deny or reduce the amount the insurer will pay you for a claim, in accordance with the insurer's rights at law.

If you are unsure about your duties to the insurer or you need additional assistance, contact your broker.

Your Duty of Disclosure

Before you enter into an insurance contract which is not a consumer insurance contract (as that term is defined in the Insurance Contracts Act 1984), you have a duty under the Insurance Contracts Act 1984 to tell your Insurer anything that you know, or could reasonably be expected to know, may affect the Insurer's decision to insure you and on what terms.

You have this duty until the Insurer agrees to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

At renewal, the Insurer may ask you to advise it of any changes to something you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise the Insurer if there has been a change. If you do not tell the insurer about a change, you will be taken to have told the Insurer there is no change.

You do not need to tell the Insurer anything that

- reduces the risk the Insurer insures you for;
- is common knowledge; or
- the Insurer knows or should know as an insurer;
- the Insurer waived your duty to tell it about.

Non-disclosure

If you do not tell the Insurer anything you are required to, the Insurer may cancel your contract or reduce the amount it will pay you if you make a claim, or both.

If your failure to tell the Insurer is fraudulent, the Insurer may refuse to pay a claim and treat the contract as if it never existed.

If you are in doubt about whether or not a particular matter should be disclosed, please contact your Gallagher broker.

People You Represent

You must make sure you explain the Duty of Disclosure or Duty not to misrepresent to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us and we will explain their Duty of Disclosure or Duty not to misrepresent to them directly.

Complaints and dispute resolution procedures

We are committed to providing quality services to our clients. This commitment also extends to giving you easy access to people and processes that can resolve a service issue or complaint.

If you are concerned about the services provided by us, any product we have arranged or how we have handled your Personal Information, please contact your broker or the branch manager of your local branch. We will acknowledge your complaint immediately in writing or by telephone.

If, within 5 days, your broker or the relevant branch manager is unable to resolve your complaint to your satisfaction, you may ask that the matter be referred to the Gallagher **Risk & Compliance Team** who can be contacted directly on:

- **Email:** privacy@ajg.com.au (for privacy related complaints) or complaints@ajg.com.au (for any other complaints)
- **Telephone:** 1800 068 000

If your complaint is referred to the Risk & Compliance Team, we will acknowledge receipt of your complaint in writing within 24 hours. We will then investigate the matter and attempt to resolve your complaint in accordance with our disputes and complaints management policy. We will advise you of the outcome of our review of your complaint within 45 days of when you first made your complaint.

If the issue still has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

- **Website:** www.afca.org.au
- **Email:** info@afca.org.au
- **Telephone:** 1800 931 678 (free call)
- **In writing to:** Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

For further information about how we handle complaints or disputes please contact your broker, our Authorised Representative or visit our website **www.ajg.com.au**.

Cancellation/Policy Amendments

Our remuneration is payable on the terms of our invoice and is considered fully earned at the time that we issue the invoice. If your insurance contract is cancelled or varied before the expiry of the period of insurance, you will be paid any refunded pro-rata premium received from the insurer. We will retain all of our commission, fees and other remuneration in full in the event of any early cancellation or variation of your insurance contract or adjustment of premium. We may charge an additional fee for processing your request to cancel or vary your insurance contract and you agree that this fee may be offset against any premium pro-rata refund you are entitled to.

Premium Funding

If your premium is over $500 you may wish to pay by monthly instalments using our recommended premium funders. Gallagher may receive a commission of up to a maximum of 5% under some premium funding arrangements for providing this referral. Gallagher may also be entitled to a bonus paid as a percentage of the premiums funded and a share of profit in respect of referrals made to Monument Premium Funding. We recommend that you read the premium funding contract to understand the implications in the event that you cancel your insurance policy before its expiry.

Schedule of Insurance

Class of Policy:	RiskCover Domestic	**Policy No:**	2021 RiskCover
The Insured:	APM Security Plan Sickness & Accident Fund	**Invoice No:**	I266253
		Our Ref:	21090324

2021 RISKCOVER. DOMESTIC INSURANCE

DATE OF APPOINTMENT: 22.06.21 as Trustees
06.05.22 as Liquidators

INSOLVENCY PRACTITIONER: KordaMentha, Sydney

APPOINTEE (S): Kate Conneely, Mark Korda, Mark Mentha, Scott Langdon as Trustees
Kate Conneely, Scott Langdon as Liquidators

TYPE OF APPOINTMENT: Creditors Voluntary Liquidation

INSURED NAME: APM Security Plan Sickness & Accident Fund (Liquidators Appointed)

PERIOD OF COVER: 22.06.22 to 22.06.23 at 4pm local time

INTERESTED PARTY:

BUSINESS DESCRIPTION: Property Owner Residential

UNDERWRITTEN BY: **QBE Insurance Group Limited (ABN 28 008 485 014) trading as QBE Insurance**

POLICY WORDING: **QM943-1215, Landlords Accidental Damage Residential. Plus Agreed RiskCover Endorsements**
QM562-0619, CHU Residential Strata Wording
Based on Difference in Conditions with above QM943-1215 Policy

LIMIT OF COVER:

MATERIAL DAMAGE:

Situation	Building Sum insured	Contents Sum insured
67 & 69 Victory Parade, Tascott NSW 2250	$500,000	Per RiskCover

LEGAL LIABILITY: $30,000,000 Any one Occurrence or series of Occurrences due to or arising out of one source or original cause

TERRITORIAL LIMITS: Commonwealth of Australia and New Zealand

EXCESS: $150 each and every claim plus,

$5,000 Jetty

$500 additional Excess if claim due to malicious damage or theft by Tenant

$500 additional Excess for unoccupancy periods that, are greater than 90 days for all insured events

$500 additional malicious damage Excess for unoccupancy periods, that are greater than 90 days for all insured events

Should a Malicious Damage / Burglary loss occur and, it is subsequently found that the required security checks have not been strictly attended to; the applicable policy Excess will be $2,500 for each claim

Additional Excesses shown above are cumulative

MAJOR EXTENSIONS:

Policy includes Flood damage up to nominated sum insured for Building & automatic provision for Contents

Buildings includes Flats, Units & Residential Strata or Group Title and includes carpets, internal blinds and curtains

Damage Caused by Tenants Cover is automatically included. It is agreed that any authorised occupant of a dwelling insured under RiskCover is deemed a "Tenant". No tenancy agreement or bond is required

Where Contents only is insured for Units/Flats, the cover includes Loss of Rent benefit in addition to the Contents sum insured of 10% of the Contents sum insured, capped at a maximum automatic benefit of $10,000 per Unit/Flat insured

It is agreed that all such clauses within the above-mentioned policy in respect to RiskCover that restricts or reduce cover due to a premises becoming or remaining unoccupied are deleted in full

SECURITY REQUIREMENTS:

SECURITY, FIRE DETECTING & EXTINGUISING SYSTEMS

Any System installed in the Premises must remain operational and be maintained

UNOCCUPIED OR NON OPERATIONAL (SILENT) RISKS

With regard to premises or buildings that are not in daily use for the purpose of continuing the business, the following precautions should be followed:-

1. **Physical Security**
   - You are required to secure the premises against illegal entry
   - All external doors must be locked and windows closed and securely fastened
   - It is recommended that all locks be changed on appointment

2. **Unoccupied / Non Operational (Silent) Risks**
   For periods of unoccupancy (in excess of 30 Days) security checks are to be organised and actioned by the Client on the following basis:-
   - Domestic. Monthly Security Checks
   - The services of a Professional Security Company should be considered
   - All waste should be removed and properly maintained
   - Conditions relating to Security/Fire Detecting and Extinguishing Systems still apply

DEFINITIONS:

INFERIOR CONSTRUCTION

- Brick with wood frame
- Wood with wood frame
- Wood with steel frame
- Iron with wood frame
- Asbestos cement wall or roof

INSULATED SANDWICH PANEL (ISP) - DEFINITION IS AS BELOW:

Insulated Sandwich Panel:

EPS panel construction consists of an outer covering of sheet metal and core filled with an insulating medium, such as rigid expanded polystyrene, polyurethane (PUR) foam, expanded composite phenolic foam or other forms of filling.
PIR panel construction consists of an outer covering of sheet metal and core filled with rigid thermal insulation polyisocyanurate.

A location will be classed under this category where 20% or more of the structure is ISP, and includes:

- buildings which are partially lined with ISP panel; or
- buildings which have utilised ISP panel for aesthetic purposes

QBE SANCTION ENDORSEMENT:

You're not insured under any section of this Policy where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

LABOUR HIRE EXCLUSION:

This policy does not cover liability in respect of Personal Injury or Property Damage in connection with any persons employed or used by any labour hire provider who is not licensed in accordance with the relevant state laws relating to labour hire licensing.

NON-COMPLIANT CLADDING EXCLUSION:

This policy does not cover liability in respect of Personal Injury or Property Damage arising directly or indirectly out of, caused by, or in connection with any insulation and finishing system, wall panelling, cladding or facade material:

1. That is not compliant, or does not conform; or
2. That is installed, applied or used in a manner that does not comply, with all relevant provisions of the Building Code of Australia; the National Construction Code of Australia; Australian Standards; approved conditions of use of application; or any other applicable law or regulation, including any replacement thereof.

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BINDER:

In respect to RiskCover, and particularly those sections of cover provided by the insurer QBE Insurance Group Limited trading as QBE Insurance ("QBE"), Arthur J. Gallagher & Co (Aus) Limited ("AJG") trading as Arthur J. Gallagher - Insolvency and Turnaround has agreed a binding arrangement in order to efficiently bind automatic hold covered arrangements and contracts of insurance ("policies"). For certain risks, QBE has provided AJG with set premium rates to be applied. In respect to binding policies for such risks for our Insolvency Clients, AJG acts on behalf of QBE. In respect to the risk and claims advice AJG provides, AJG acts on behalf of our

Insolvency Clients.

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ADDITIONAL ADVICE:
Our Tax Invoice includes and separately states our Fee for our services; we will also receive commission from the Insurer.

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It is agreed that this policy is not renewable and it will expire on the date shown on the Schedule at 4.00pm. If cover is required after the expiry date and time, we will consider any application by you to extend this contract beyond the current expiry date.

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OUTLINE OF COVER ONLY:
The Schedule of Insurance provides an outline of cover only. Please carefully read your Product Disclosure Statement (PDS) and/or Policy, Policy Schedule and Endorsements where applicable for the complete details of cover.

Tax Invoice

Invoice No: 01094617
Date: 5/10/2022
Client Code: KORDAMENTHA
Valuer: Colin Pugsley
Your Ref:

KordaMentha Shelf CO (APMSPSAF) Pty Ltd ATF APM Security Plan Sickness & Accident Fund
c/- KordaMentha
Level 5, Chifley Tower, 2 Chifley Square
Sydney, NSW 2000

Attention: Kate Berry
Email:
Fax: 02 8257 3099
Phone: 02 8257 3042

Preston Rowe Paterson
International Property Consultants and Valuers

ABN: 70 137 496 845

Preston Rowe Paterson Newcastle & Central Coast

Registered Office
98 Hannell Street
WICKHAM NSW 2293

Telephone: 02 4922 0600
Facsimilie: 02 4922 0688
Email: newcastle@prp.com.au
Internet: http://www.prp.com.au

Details

Valuation of: 67 Victory Parade, Tascott 2250, NSW	$500.00

Terms: 14 Days

GST	$50.00
Total Inc GST	$550.00
Deposit Paid	$0.00
Balance Due	**$550.00**

Payment Options

By electronic payment

Bank: Newcastle Permanent
BSB: 650-300
Acct No: 987 588 905
Please quote ref: 01094617

Remittance Advice

By Cheque

Invoice No: **01094617**
Amount Payable: $550.00
Client Code: KORDAMENTHA

Please make cheques payable to:
Preston Rowe Paterson Newcastle & Central Coast

By Credit Card

VISA ☐ Mastercard ☐

Card Holder's Name: ..... CCV: .....

Card Number: ..... Expiry Date: .....

Signature: .....

Liability limited by a scheme approved under Professional Standards Legislation

Tax Invoice

Invoice No: 01094618
Date: 5/10/2022
Client Code: KORDAMENTHA
Valuer: Colin Pugsley
Your Ref:

KordaMentha Shelf Co (APMSPSAF) Pty Ltd ATF APM Security Plan Sickness & Accident Fund
c/- KordaMentha
Level 5, Chifley Tower, 2 Chifley Square
Sydney, NSW 2000

Attention: Kate Berry

Email:
Fax: 02 8257 3099
Phone: 02 8257 3042

Preston Rowe Paterson
International Property Consultants and Valuers

ABN: 70 137 496 845

Preston Rowe Paterson Newcastle & Central Coast

Registered Office
98 Hannell Street
WICKHAM NSW 2293

Telephone: 02 4922 0600
Facsimilie: 02 4922 0688
Email: newcastle@prp.com.au
Internet: http://www.prp.com.au

Details

Valuation of: 69 Victory Parade, Tascott 2250, NSW	$400.00

Terms: 14 Days

GST	$40.00
Total Inc GST	$440.00
Deposit Paid	$0.00
Balance Due	**$440.00**

Payment Options

By electronic payment

Bank: Newcastle Permanent
BSB: 650-300
Acct No: 987 588 905
Please quote ref: 01094618

Remittance Advice

By Cheque

Invoice No: **01094618**
Amount Payable: $440.00
Client Code: KORDAMENTHA

Please make cheques payable to:
Preston Rowe Paterson Newcastle & Central Coast

By Credit Card

VISA ☐ Mastercard ☐

Card Holder's Name: ..... CCV: .....

Card Number: ..... Expiry Date: .....

Signature: .....

Liability limited by a scheme approved under Professional Standards Legislation

APM Security Plan Sickness and Accident Fund

Summary of receipts and payments

22 June 2021 to 16 October 2022

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Fund receipts	
Pre-appointment sweep	2,166,610
Sale of shares	5,543,456
Bank interest	5,175
Dividend income	199,763
Other income	1,272
Total Fund receipts	**7,916,276**
Fund payments	
Council rates	(9,515)
Water rates	(1,809)
Energy and utilities	(1,495)
Land tax	(31,024)
Property maintenance and selling costs	(13,919)
Other property expenses	(9,946)
Bank fees	(140)
Total Fund payments	**(67,848)**
Other payments	
Legal fees	(1,254,632)
New Trustee fees and disbursement	(448,700)
Accounting fees	(66,000)
Insurance	(5,823)
Valuation fees	(2,200)
Total other payments	**(1,777,355)**
Current cash at bank	**6,071,072**