

15 Avondale Rd, Mongarlowe 2622
 property Sales - Capital Gains / Losses

SALE OF PROPERTY

SALE ITEMS

CONTRACT DATE	21/06/2021		FY 2021
SETTLEMENT DATE	5/08/2021		FY 2022
Sale Price		560,000.00	per Sale Contract
Legal on sale		(2,456.54)	bank 24.07.2020 + Invoice
Settlement Fee + Mortgage Discharge fee		-	
PEXA Settlement Fees		(117.92)	per settlement statement
Agent Comms onsales		(16,500.00)	per settlement statement
Marketing Cost		(1,319.39)	as per bank 05.02.2021
Auction cost		-	
Capital Improvement prior to sale		-	
Other Costs		(215.00)	as per bank 03.11.2020

PURCHASE ITEMS

CONTRACT DATE	2/10/2015		FY 2016
SETTLEMENT DATE	11/11/2015		
Purchase Price		(189,000.00)	per Purchase Contract
Legal on purchasae		(2,026.84)	per Legal Inv
Building and Pest		-	
Stamp Duty on purchase		(5,125.00)	
Capital Improvements		(23,217.20)	per invoices
Add back- Capital Improvements - Depreciation claimed		3,106.29	per Financial statements

Capitalise Holdings Cost FY 2020

Strata Levy		-	
Council Rate		-	
Land Tax		-	
Water Rate		-	
Bank Fees		-	
Sundry - PPS		-	
Legals		-	

Deprecition (Div43) add back FY 20XX		-	non claimed
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Gross Capital Gain / (Loss)		<u>323,128.40</u>	
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Ownership	100.00%	323,128.40	
Net Capital losses b/f		-	
Cpiatl Gains Discounts allowed	33.33%	<u>(107,698.70)</u>	
Net Capital Gain / (Loss)		215,429.70	

Our Ref: VL:JL:202118

6 September 2021

Willis Fund Pty Ltd
By Email

Dear Stacey & Pricilla

Re: Your Sale to Cooper
Property: 15 Avondale Road, Mongarlowe

We confirm that settlement took place on the 5 August 2021.

Settlement money

We **enclose** our Vendors Settlement Statement which shows how all of the funds were disbursed in this transaction.

Notification of sale

A notice of sale will be lodged by the purchaser's legal representative at the NSW Land Registry Services advising of the change of ownership. Future Council rate assessments, Water rate assessments and notices of valuation will be sent directly to the purchasers.

Deposit and payment of the Agent's commission

We have advised the Agent of completion of the sale and provided them with the required authority to account to you for the balance of the deposit after deduction of their commission.

Insurance

As you will appreciate the insurance on the property can now be cancelled and a refund of part of the premium requested. Where contents are covered you may wish to keep that section of the policy current in which event you should advise your insurer of your new address.

Costs

A copy of our invoice is **enclosed** which shows the amount paid by you for our costs and reimbursements. We thank you for your payment and **enclose** our receipt.

Taxes

If capital gains tax applies to the sale then the relevant date of the sale is the date of exchange, which was 21 June 2021. We **enclose** a copy of the front page of the exchanged contract for your records.

Should you have any queries relating to the above, please do not hesitate to contact us.

Thank you for your instructions.

65519

Yours faithfully

FOCUS CONVEYANCING



Vanessa Lo Surdo JP
Certified Practising Conveyancer

encl

VENDOR SETTLEMENT STATEMENT
as at 5 August 2021

Willis Fund Pty Ltd sale to Cooper
15 Avondale Road, Mongarlowe

SALE PRICE: \$560,000.00

	TO	BY
Purchaser paid Deposit on exchange		\$56,000.00
Purchaser paid balance purchase price on settlement		\$504,000.00
Current Council Rates \$280.30 per quarter Purchaser proportion from 5 August 2021 to 30 September 2021	FS notes 11	\$170.62
Agents Commission	\$16,500.00	capital - selling cost
Balance deposit to be transferred to you by the agent following settlement	\$39,500.00	received in FY 22 06.08.2021
Our costs & disbursements as per tax invoice attached 1. Costs & disbursements in relation to transfer \$966.54 2. Costs & disbursements in relation to sale \$1,050.00	\$2,016.54	capital - legals fees
Payment of outstanding council rates	\$280.30	FS notes 11
PEXA electronic settlement fee	\$117.92	capital - e- settlement
Balance settlement monies transferred to your nominated account BSB 012 468 AC 213641389 following settlement as per your instructions via the PEXA Key app	\$501,755.86	received in FY 22 05.08.2021
Total Paid	\$560,170.62	\$560,170.62

Our Ref: VL:JL:202118

15 July 2020

Invoice # 4607

Mr SM Willis & Mr PA Willis
188 Quarry Road
BOSSLEY PARK NSW 2176

TAX INVOICE

Your Proposed Sale

Property: 15 Avandale Road , Mongarlowe

PROFESSIONAL FEES

Date	Details	GST	Amount (ex GST)
15/07/2020	To our costs of acting for you on the preparation of the sale contract, obtaining searches and certificates on your behalf, issuing contract to estate agent and all necessary letters and attendances thereon	\$29.75	\$297.50
Total		\$29.75	\$297.50

DISBURSEMENTS

Date	Details	GST	Amount (ex GST)
15/07/2020	Title search, deposited plan and section 88B instrument fee	\$4.52	\$45.23
15/07/2020	Section 10.7 Certificate		\$53.00
15/07/2020	Law Society of NSW - Contract for the Sale of Land pages	\$0.91	\$9.09
Total		\$5.43	\$107.32

Amount	+ GST	- Payments Received	= BALANCE DUE
\$404.82	\$35.18	\$ 0.00	\$440.00

With Compliments
FOCUS CONVEYANCING

Vanessa Lo Surdo
Certified Practising Conveyancer

E & O.E

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not included in the
settlement statement

paid from SMSF Bank
Account 24.07.2020

For Electronic transfer payments please deposit into the following account:

Bank: **ANZ Banking Group Limited**
Account Name: **Focus Conveyancing Pty Ltd**
BSB No: **012 514**
Account No: **3379 81094**
Reference: **Will202118**

#985766

2417.

Our Ref: VL:JL:202118

29 July 2021

Invoice # 5101

Willis Fund Pty Ltd
188 Quarry Road
BOSSLEY PARK NSW 2176

TAX INVOICE

Your Sale to Cooper
Property: 15 Avondale Road, Mongarlowe

PROFESSIONAL FEES

Date	Details	GST	Amount (ex GST)
29/07/2021	To our costs of acting for you on the sale and discharge of mortgage of the above property including, liaising with the purchasers' Legal Representative, liaising with the discharging mortgagee, attending to you, all necessary letters, searches and attendances	\$83.53	\$835.26
Total		\$83.53	\$835.26

DISBURSEMENTS

Date	Details	GST	Amount (ex GST)
06/07/2021	Revenue NSW Land Tax search and Web VOI	\$2.75	\$62.46
29/07/2021	Sundries including photocopying, postage, telephone and facsimile	\$6.00	\$60.00
Total		\$8.75	\$122.46

Amount	+ GST	- Payments Received	= BALANCE DUE
\$957.72	\$92.28	\$1,050.00	\$ 0.00

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Vanessa Lo Surdo
Certified Practising Conveyancer

E & O.E

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Our Ref: VL:JL:202118

29 July 2021

Invoice # 5102

Willis Fund Pty Ltd
188 Quarry Road
BOSSLEY PARK NSW 2176

TAX INVOICE

Your Sale to Cooper
Property: 15 Avondale Road, Mongarlowe

PROFESSIONAL FEES

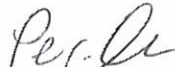
Date	Details	GST	Amount (ex GST)
29/07/2021	To our costs of acting for you in the transfer of property from Stacey Mark Willis and Pricilla Andrea Willis to Willis Fund Pty Ltd, including liaising with you, liaising with the accountant, drafting transfer documentation, preparing PEXA settlement, lodging documents, in excess of BUT SAY	\$50.00	\$500.00
Total		\$50.00	\$500.00

DISBURSEMENTS

Date	Details	GST	Amount (ex GST)
29/07/2021	Agents fees, registration of Transfer to Willis Fund Pty Ltd	\$13.43	\$134.27
29/07/2021	PEXA settlement fee for S & P Willis and Willis Fund Pty Ltd	\$21.44	\$214.40
29/07/2021	Search fees - Title Searches	\$3.00	\$30.00
Total		\$37.87	\$378.67

Amount	+ GST	- Payments Received	= BALANCE DUE
\$878.67	\$87.87	\$966.54	\$ 0.00

With Compliments
FOCUS CONVEYANCING


Vanessa Lo Surdo
Certified Practising Conveyancer

E & O.E
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Focus Conveyancing

ABN 84 325 975 452

PO Box 882
Narellan NSW 2567
Ph. 02 4647 1117
Fax. 02 4647 4117
admin@focusconveyancing.com.au

Willis Fund Pty Ltd
188 Quarry Road
BOSSLEY PARK NSW 2176

Office Account Receipt

Date: 5/08/2021
Receipt No: 3496

Memo: Payment; Willis Fund Pty Ltd

Payment Method	Amount	Amount in words
Direct Deposit	\$2,016.54	Two Thousand And Sixteen Dollars And Fifty Four Cents

Invoice Date	Invoice No	Invoice Memo	Matter & Client Details	Amount
29/07/2021	5101	202118 Willis Fund Pty Ltd, Sale; Cooper	202118, Sale Willis Fund Pty Ltd	\$1,050.00
29/07/2021	5102	202118 Willis Fund Pty Ltd, Sale; Cooper	202118, Sale Willis Fund Pty Ltd	\$966.54
Receipt Total:				\$2,016.54



Receipt made out by: Jemma Lysle
On behalf of Focus Conveyancing

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Elias Sleiman ATREALTY 10 Daphne Avenue, Bankstown, NSW 2200	Phone: 0438 184 127 Ref: Elias Sleiman
co-agent	<i>Willis Fund Pty Ltd</i>	
vendor	Stacey Mark Willis and Priella Andrea Willie 188 Quarry Road, Bossley Park, NSW 2176	
vendor's solicitor	Focus Conveyancing 5 Barford Way, Harrington Park NSW 2567 PO Box 882, Narellan NSW 2567	Phone: 02 4647 1117 Email: vanessa@focusconveyancing.com.au Fax: 02 4647 4117 Ref: VL:JL:202118
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	15 Avondale Road, Mongarlowe, New South Wales 2622 Registered Plan: Lot 2 Plan DP 1039392 Folio Identifier 2/1039392	

improvements VACANT POSSESSION subject to existing tenancies

HOUSE garage carport home unit carspace storage space

none other: *Shed, cattle yards*

attached copies documents in the List of Documents as marked or as 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	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	<i>Coatroom</i>
purchaser	<i>Craneys</i> <i>Jos</i> Glen Cooper and Michelle Cooper 95 Horsley Road, Horsley, NSW 2530
purchaser's solicitor	Conveyancing Choice Illawarra 133 Compton Street, Dapto, NSW 2530 Phone: 02 4261 4462 Email: angela@conveyancing.com.au Ref: Angela
price	\$560,000.00
deposit	\$56,000.00 (10% of the price, unless otherwise stated)
balance	\$504,000.00
contract date	<i>21 June 2021</i> (if not stated, the date this contract was made)

buyer's agent

[Signature] vendor

[Signature] witness

GST AMOUNT (optional)
 The price includes
 GST of: \$

purchaser JOINT TENANTS tenants in common in unequal shares witness



Elias Sleiman ABN: 56 119 234 387 Agent No: 20002310 T/A @realty
 Australia Square Plaza - Level 4, 95 Pitt Street Sydney NSW 2000
 Tel: 1 300 299 377 Fax: 07 55920900 Agent No: 20002310

NSWR006 © Lawsoft Pty Ltd

EXCLUSIVE RURAL SELLING AGENCY

The Vendor appoints the Agent to sell the property. The Agent accepts the appointment and the parties agree that the appointment is subject to the terms as set out herein.

Vendor (the Principal as defined in the Act)

Name Willis Fund
 Address 188 Quarry Road Bossley Park
 Mobile 1 0404660387 email 1 topinelawns@hotmail.com
 Mobile 2 _____ email 2 _____

Vendors Conveyancer / Lawyer

Name Focus Conveyancing (Vanessa Lo Surdo)
 Address PO Box 862 Narellan Nsw 2567
 Mobile 0412328359 Phone 02 46471117
 email _____ Fax 02 46474117

Agent (Licensee)

Agent Elias Sleiman ABN: 56 119 234 387 Agent No: 20002310 Australia Square Plaza - Level 4, 95 Pitt Street Sydney NSW 2000
 ABN 56 119 234 387 Licence no. 20002310
 Salesperson Elias Sleiman
 email elias@atrealty.om.au Mobile 0438184127

Property Report

being land situated at and known as
 15 Avondale Road Mongarlowe and being Allotment / Lot / Unit * on Plan * and being whole / portion of
 Certificate of Title Volume / Folio *
 Lot 2 DP 1039392

see detail on Inspection Report below; the Agent must inspect and deliver that report prior to this Agreement being signed

AGENT'S ESTIMATE OF PRICE

SINGLE AMOUNT \$---
 OR BETWEEN \$560,000. AND \$580,000.

Note: If a price range is specified in advertising the difference between the upper and lower amounts cannot be more than 10% of the lower amount, and representations must not be outside the range or price estimate of the Agent (Section 72A Property and Stock Agents Act 2002) This is not a valuation nor a financial advice and only the Agent's reasonable opinion.

VENDOR'S ASKING PRICE \$595,000.

Marketing and Sales Report

MARKET WITH A FIXED PRICE \$595,000
 MARKET IN THE RANGE Yes
 MARKET WITH NO PRICE Yes
 METHOD OF SALE Private Treaty
 auction, list with price or range, no price, expressions of interest, tender
 AUCTION Yes No
 Proposed Auction Date _____ n/a _____ time _____ n/a
 SETTLEMENT DATE 30 days other n/a

Term of Agency

The agency is **from** (and including) 2/2/2021 **until** midnight on 2/6/2021 and is an **exclusive** agency except as detailed below and if an exclusive agency at commencement it continues as a general agency after that period until notice of not less than 1 month is given in writing to the Agent at the end of the exclusive agency. If the agreement is for a FIXED TERM that exceeds 90 days, the Vendor can terminate this agreement (without penalty) by giving 30 days notice in writing to the agent at any time after the end of the first 90 days of the term.

Exclusive Agency Yes No - Detail other type if not exclusive n/a

IMPORTANT: This is a sole or exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sell the property or introduce a Purchaser 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 two commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

Associated and Previous Agents

The Agent is authorised and can appoint other agents to assist in the sale but only one commission is payable if so.

The Property was previously listed for sale No Yes Agent Landline Realty

Inclusions, Fixtures and Fittings and Chattels, Plant and Equipment, and Water Included (if any)

Detail all other property to be included in sale that are not part of the property's fixtures and fittings (use an Annexure as necessary)

Refer to contract, when one is supplied.

Exclusions from Sale (if any)

Detail other property (fixtures and fittings and other property) not included in the sale (use an Annexure as necessary) [such as any fixtures / pot plants and garden ornaments etc]

Refer To contract when supplied

Tenancies

No Yes Managing Agent _____ Tenancy End Date _____

Known Encroachments and Fences not on Boundary or Orders and Notices

None known

Known Easements, Covenants and Rights of Way

Refer to contract when supplied

Swimming Pool and Spa Compliance

Not Applicable Pool / Spa on Property Pool /Spa Complies

If applicable Vendor to obtain certificate prior to settlement Yes

Occupational Health and Safety

The Vendor acknowledges that it has sole control of the Property listed for sale and that the Agent acts under the direction of the Vendor.

The Vendor acknowledges that it has thoroughly inspected the Property prior to sale and that Property:

Is free from harm to those entering or using the Property; or

If subject to any defects and risks are detailed below (such as asbestos, buildings works or orders):

CGT Withholding Tax (Sale Price is \$750,000.00+)

Vendors must have a CGT clearance at settlement to avoid 12.5% withholding tax being paid to Taxation Office (ATO). If Applicable Vendor to apply; or Vendor's Accountant or Tax Agent to apply

RURAL PROPERTY AND SALES INSPECTION REPORT

The Land (describe terrain/soil/pasture/grasses)

slightly undulating, mixed trees, rye, clover, cocksfoot

Area (Hectares) 21.13

Local Government Area / Shire Queanbeyan Palerang Regional Council **Rates** 1231 p.a

Local Land Services Region **Rates** _____

Zoning \ Use E4

Fencing (describe type, extent and condition, and if any electrical)

Good condition all boundary and internal

Paddocks (detail number & area)

4

Structural Improvements (detail sheds, enclosures, tanks, dams, bores and other items specified in the Contract for Sale)

4 Dams, 2 tanks, Coolroom, 3 sheds,

Covenants and Notices (Covenants / easements / defects / notices / orders as specified in the Contract for Sale)

Refer to contract when supplied

Water Agreements (detail water access agreements, encumbrances, rights and need to assign water rights)

n/a

Water / Irrigation

Wells No Yes Number _____

Bores No Yes Number _____

Dams No Yes Number 4 Depth _____ Capacity _____

Water Allocation No Yes Licence Details _____

Underground No Yes

River No Yes

Number of Paddocks watered _____

Share Farming Agreements No Yes

Leases

n/a

Crops Included in Sale (detail crops, if any, included in sale)

Sale "Walk In Walk Out" basis No Yes

Sale with Livestock (in addition to Property Price) No Yes

Livestock Currently Carried

goats, bull, alpaca

Plant & Equipment to be Sold (if any) No Yes

At clearing sale No Yes

Depreciation Schedules available No Yes

GST Issues relating to the Property

The Vendor advises the Agent that:

The Vendor is or is required to be registered for GST No Yes

The property is rural and has been used as a farming business continuously for the last 5 years No Yes

The Vendor will obtain advice from their accountant regarding GST issues and implications on the sale. The Agent is not advising on GST.

Special Terms and any Contract special terms required (if any)

refer to contract when one is supplied.

Professional Fees

The Vendor will pay the agreed Professional Fees to the Agent on the following basis:

Basis of Professional Fee (including GST) - Calculated as follows:

Property and Improvements

3.3 % inclusive of GST

Water Licences

Nil

Other Services

Nil

Estimated Fees based on the Agent's maximum estimated selling prices the Fees would be (including GST)

\$19,140.00

These Fees will vary based on the actual Sale Price of the Property and Water Licences

IMPORTANT: This is a sole or exclusive agency agreement. This means you may have to pay the agent commission even if another agent (or you) sell the property or introduce a Purchaser 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 two commissions (if this agreement or the other agreement you have signed is a sole or exclusive agency agreement).

Vendor's Marketing Costs

The Vendor will reimburse and pay to the Agent all marketing expenses approved by the Vendor (and as may be increased by amending this Agency), to include any searches any government charges and are payable irrespective of whether or not the property is sold. The following marketing expenses and other fees are approved by the Vendor at the time of signing this Agency and payable as they arise.

Item	When Payable	Amount
realestate.com.au Website	payable upon Invoice	\$647.00
Domain.com.au	payable upon Invoice	\$649.00
APPROVED AMOUNT (inclusive of GST)		\$1,296.00

Disclosure of Rebates, Commissions and Discounts (if applicable)

The Agent may receive benefits which if so are disclosed as below Not Applicable

ACCEPTANCE

Electronic signing: The Vendor and Agent each acknowledge and consent to the Vendor and the Agent or their attorneys and representatives signing this form and agreement and any Notices under the Act by electronic and/or digital signatures under the Electronic Transactions Act (Cth) and (NSW) and delivering this Authority and any Notices under the Act by email.

VENDOR

DATED



4-2-21



4-2-21

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

Vendor is Owner Mortgagee in possession *Attorney / *Executor for

AGENT

DATED

Acknowledgements

The Vendor acknowledges receipt of the following prior to entering into this Agency Agreement - *tick/cross applicable

Yes* Sales Inspection Report.

Yes* General Conditions (attached) which are and form part of these terms.

GENERAL CONDITIONS

- 1 AUCTION (if applicable)**
The Agent will offer the Property for sale by public auction at the time and in the manner detailed herein and or as further detailed in any auction direction forms or otherwise in writing.
- 2 AGENTS AUTHORITY**
- 2.1 The Vendor authorises the Agent to accept the deposit or other moneys due to the Vendor under the contract for the sale of the Property and the Agent will hold any moneys received in accordance with the provisions of the *Property and Stock Agent's Act 2002*. The Agent will be entitled to receive a deposit guarantee in lieu of a cash deposit.
- 2.2 The Vendor irrevocably authorises the Agent to transfer to itself from trust all professional fees and expenses and all claimed interest and costs upon settlement.
- 2.3 The Agent is not authorised to sign a Contract for the Sale of the Property unless expressly instructed and authorised in writing by the Vendor to do so either prior to auction or otherwise for a Contract by private treaty.
- 3 CONTINUING AUTHORITY**
- 3.1 If there is a continuing authority period, it starts on the day after the day on which the exclusive authority ends and
- 3.1.1 lasts for the number of days specified in the Term of Appointment, unless cancelled, and
- 3.1.2 on the day it starts, the Agent's exclusive appointment ends.
- 3.2 The Vendor may cancel the continuing authority period at any time by written notice to the Agent.
- 3.3 If the continuing authority period is cancelled, any Professional Fee remains payable.
- 4 FORM OF AGENCY**
- 4.1 The Agent will be the Exclusive Agent (unless the initial appointment is as a Sole or General Agency) for the sale of the Property during the Term. The Agent may determine this Agency agreement at any time.
- 4.2 The Vendor will not be entitled to withdraw the Agency granted during the term agreed unless the Agent is in fundamental breach of this Authority and is not using its reasonable endeavors to market the Property after prior written notice from the Vendor. If there is a dispute as to this clause and entitlements the parties will arbitrate the dispute pursuant to clause 16. If the Vendor was not entitled to terminate then the Agent will be paid damages by the Vendor for wrongful termination to be determined by the arbitrator.
- 4.3 A General Agency will entitle the Agent to promote the Property and introduce or procure a Purchaser for the Property and the Vendor will in all things assist the Agent in the Agent's endeavors to sell the Property.
- 4.4 The Vendor warrants that no other agent will be appointed during the period of any Exclusive or Sole Agency unless otherwise specified herein.
- 5 WARRANTY BY AGENT**
The Agent will at all times act in the best interests of the Vendor and comply with the provisions of the Act and ethics. The Agent warrants it is authorised to enter into this agreement.
- 6 DEEMED SALE**
The Agent will be deemed to have effected a sale of the Property;
- 6.1 if during the term of the Agency the Agent introduces a prospective Purchaser who does not settle on the Property as a result of the Vendor failing to enter into a contract for an amount at or above the Vendor's Selling Price in the Schedule or at (or more than) the price later agreed to be offered or the auction reserve price (for whatever reason), or failing to use its best endeavors as required by Clause 14 of this Authority; or
- 6.2 if the Vendor sells to a Purchaser not introduced by the Agent which sale is entered into during the Sole or Exclusive Agency, and which sale is not effected by the Vendor exercising its right to sell privately; or
- 6.3 if during the term of the Agency the Agent introduces a Purchaser who enters into a contract after the expiry of the Sole or Exclusive Agency but before the Vendor enters into another Sole or Exclusive Agency with another Agent.
- 7** In the event there is a transfer of the beneficial ownership of the Property to a Purchaser introduced or procured by the Agent and the transfer is effected by some means other than a transfer of legal ownership from the Vendor, then that transfer of the beneficial interest will be deemed a sale effected by the Agent and in particular but without limiting the effect thereof:
- 7.1 in the event one of the Vendors is a corporation, a transfer of the shares of that corporation giving control to another will be deemed a transfer of that Vendor's interest in the Property;
- 7.2 in the event one of the Vendors owns its interest in the Property as trustee, a transfer of the beneficial interest of that trust will be deemed to be a transfer of that Vendor's interest in the Property; and the Agent's Professional Fee will be calculated by reference to the 'Professional Fee' in the Schedule and calculated to the value of the Property to the extent of the beneficial interest transferred.
- Warning: The terms immediately above provide that a commission is payable under this agreement even if the sale of property is not completed.***
- 8 TRANSFER NOT FOR MONEY**
Should the consideration to be given by a Purchaser be expressed other than in monetary terms, the Professional Fee will be calculated by reference to the scale or amount under 'Professional Fee' in this Authority.
- 9 VALUATION**
For the purposes of clauses 7 and 8 above and in the absence of agreement between the parties as to the value of the Property, either party may request the President of the Society to appoint a valuer to ascertain the value of the Property. The costs of the valuation will be borne equally by the parties.
- 10 EXPENSES AND PROFESSIONAL FEE**
- 10.1 The Agent is authorised by the Vendor to incur the expenses set out in this Authority. The Agent may expend more on one expense than another in the Agent's discretion but such that the total is not exceeded without the consent of the Vendor.
- 10.2 **Fixed Fees, Commissions and When Payable**
The Professional Fee is based on any or all of the following as may be agreed;
- (a) a commission;
- (b) part fixed fee/s and part commission;
- (c) a fixed fee/s; and / or
- (d) or any other basis.
- The Professional Fees are payable at the time or times during the sale program as agreed and or at latest at settlement, and if expressly agreed are payable regardless of whether or not a sale and settlement is achieved. In any event and notwithstanding the above should a Contract be entered into and subsequently is terminated by the Vendor for breach by the Purchaser then the Agent will still be entitled to the Professional Fee/s agreed and in such circumstances the Agent is entitled to its fees and commission from the deposit held and the deposit is a collateral security charge to the Agent under *Personal Property Securities Act* to the funds arising for payment to the Vendor from the deposit when being released. The Agent can register this charge.
- 10.3 The Vendor will pay the amount of the expenses and Professional Fee within 7 days after invoice, or at settlement (if so agreed) is the earlier, and in the event they are not paid then the Agent may issue a written notice by letter or other form requiring immediate payment.

- 10.4 In the event any moneys demanded by a notice issued pursuant to clause 10.3 are not paid within the time stipulated in the notice, those moneys will then upon such default become a charge over the Property and any other real property the Vendor may own from time to time until paid in full to the Agent. The Agent will not be entitled to caveat the Property or such other real property owned by the Vendor to secure payment of the moneys due under the charge herein granted but may apply to register a mortgage over any land owned by the Vendor to secure the charge and the Vendor will consent and not object if the debt is due and outstanding even pending any dispute between the parties. All costs incurred by the Agent in collecting the moneys demanded in the notice issued pursuant to clause 10.3 including stamp duty and all legal costs of any applications and recovery costs on a solicitor client basis will be payable by the Vendor and the Agent will be entitled to \$300 for each notice issued.
- 10.5 The Agent may receive rebates on advertising and associated expenses from 3rd parties as disclosed under the Act and the Vendor acknowledges and agrees the Agent will not be required to account for any disclosed rebates. The Vendor acknowledges any rebates are in addition to the Professional Fees payable. Any prepaid expenses not expended by the settlement date will be repaid to the Vendor.
- 10.6 Notwithstanding the above, the Vendor agrees to pay all expenses and Professional Fees no later than settlement if the property is sold.
- 10.7 The Vendor will pay interest on any outstanding monies payable to the Agent calculated at 10% per annum.
- 10.8 In the event GST is imposed on any service in respect of this Agency Agreement, any amount payable by the Vendor to the Agent or a third party (for all other goods and services to include advertising) in respect of those services will be increased by the rate at which GST is imposed at that time. The Vendor will pay the increased amount to the Agent at the same time payment is due under this Agency Agreement to the Agent for the services and the Agent will render a tax invoice.
- 11 FORM AND MANNER OF CONTRACT**
- 11.1 The Agent will offer the Property for sale in the form of Contract complying with the Act as varied from time to time and complete the parts allowable under the Act.
- 11.2 The Agent will not offer the Property for sale unless all required documents are prepared including the proposed Contract of Sale and they are available for inspection by any prospective Purchaser.
- 11.3 The Agent will not participate in exchange of final Contracts unless expressly authorised by the Vendor or its advised lawyer under section 64 of the Act.
- 12 INDEMNITY TO AGENT**
- The Vendor indemnifies the Agent against all costs, expenses, damages and loss (including any loss of fees) suffered by the Agent and holds harmless the Agent against claims, demands, actions and losses arising from the Agent acting for the Vendor save and except to the extent that the costs, expenses, damages and losses are a result of the negligence of the Agent. The Vendor indemnifies and holds harmless the Agent for any loss or damage whatsoever to the Property or to any goods and chattels of the Vendor or any third party in or on the Property arising from the act or omission of any third party during any inspection of the Property or during the auction. The Vendor further warrants the Vendor has or will provide suitable insurance cover for the Property, the Vendors (or any tenant's) personalty therein and for all persons invited onto the Property for the purpose of offering the Property for sale directly or indirectly.
- 13 VENDOR'S WARRANTIES**
- 13.1 The Vendor warrants the Vendor has good authority and full capacity to sell the Property.
- 13.2 The Vendor warrants all information detailed in this Agency agreement and otherwise provided to the Agent is accurate and correct. The Vendor will promptly advise the Agent of any changes to the information given which comes to the Vendor's knowledge or attention.
- 13.3 The Vendor warrants there is no other information material to the sale which the Vendor is aware of and should be brought to the attention of the Agent and all equipment and operating fixtures are in good working condition.
- 14 BEST ENDEAVOURS**
- In the event the Agent introduces a prospective Purchaser offering to purchase the property at or above the price to be offered, the auction reserve price or such lower price as may be agreed with the Vendor, the Vendor undertakes to enter into a contract of sale of the Property. The Vendor further undertakes to observe, perform and carry out any contract of sale of the Property effected by the Agent and will use its best endeavors to ensure that settlement occurs.
- 15 TERMINATION**
- Where the Vendor has contracted to purchase another property marketed by the Agent and that contract is terminated for any reason the Vendor may withdraw the Property from sale and terminate this Agency agreement.
- 16 ARBITRATION**
- Disputes involving the sum of \$60,000 or less will be determined by an independent arbitrator appointed by the President or CEO of the Law Society of NSW or the Institute of Arbitrators or similar organisation in NSW at the request of either party. The determination of the arbitrator will be final and binding between the parties and the provisions of the *Commercial Arbitration Act 2010* as amended will apply. The costs of the arbitration will be paid by the party/s as directed by the arbitrator. The arbitrator will advise of procedures and will request payment of reasonable fees prior to acting and in default of payment may refuse to act. The parties will have no right of appeal save for manifest error to apply with respect to a question of law under the *Commercial Arbitration Act NSW* applicable.
- 17 AFTER AUCTION AUTHORITY BECOMES GENERAL PRIVATE TREATY AUTHORITY**
- If this Authority is for and specifies an Auction Sale program then immediately after the Auction or if the property is withdrawn from Auction by the Vendor and is not an Auction Authority then this Agency agreement automatically becomes a general Agency agreement for Sale by Private Treaty and is not an Auction Authority from that time onwards.

INTERPRETATION

Unless this Agency agreement otherwise requires-

'the Act' means the *Property and Stock Agent's Act 2002* as amended from time to time. **'the Agent'** means the Agent registered under the *Property and Stock Agent's Act 2002* and any employee or representative of the Agent. **'Commission'** means Professional Fee as referred to and defined herein. **'Contract'** means the sale agreement between a transferee and the Vendor for the transfer of the Property. **'Corporation'** means a corporation as defined under the Corporations Act. **'documentation fees'** means fees charged by the Agent for and incidental to opening files and preparing documents for the Vendor. **'Exclusive Agency'** means the Agent is the only agent appointed and the Vendor does not retain the right to sell privately. **'expenses'** means those costs set out above in Vendors Marketing Costs to include any interest, costs and other expenses properly payable in addition to any GST payable for those services. **'General Agency'** means more than one Agent may be appointed and the Vendor may act. **'GST'** means *A New Tax System (Goods and Services Tax) Act 1999* or any other Act or Regulation amending, replacing or directly associated with that Act and any goods and services or similar tax imposed thereby. **'land'** and **'Property'** means the freehold land (including a strata unit), leasehold land, or community title, together with all buildings and other improvements thereon the subject of this Agency agreement. **'Professional Fee'** means the amounts agreed as the Professional Fees and if a commission is agreed in whole or in part then it is calculated on the gross price excluding any GST and is in addition to any Administration Fee payable and all expenses payable and any interest accrued. **'Purchaser'** includes the Purchaser's assignee or nominee disclosed. **'Services'** has the same meaning as supply for all purposes of the GST including supply as defined therein and to mean and include Professional Fees and all other fees and costs payable under this Agency agreement. **'Settlement'** means the date referred to in any contract for the sale of the Property or upon a transfer of the Property. **'Sole Agency'** means the Agent appointed is the only appointed Agent for the period. **'Statutory Forms'** means and includes all forms detailing the property searches required to be served and delivered under the *Property and Stock Agent's Act 2002* (as amended) or the Act. A reference to an Act of Parliament or to a section of an Act includes any amendment thereto or re-enactment thereof for the time being in force. Where two (2) or more persons are named in this Agency agreement as the Vendor or the Agent their liability under this Agency agreement is joint and several.

PRIVACY STATEMENT

The Agent used personal information collected from you to act as your Agent and to perform its obligations under this Agreement. The Agent may also use such information collected to promote the services of the Agent and/or seek potential clients. The Agent may disclose information to other parties including media organizations on the internet to potential tenants, or to clients of the Agent both existing and potential as well as tradespersons, strata/community managers, government and statutory bodies and to other parties as required by law. The Agent will only disclose information in this way to other parties as required to perform their duties under this Agreement for the purposes specified above or as otherwise allowed under the *Privacy Act 1988*. If you would like to access this information you can do so by contacting the Agent at the address and contact numbers in this Agreement. You can correct any information if it is inaccurate, incomplete or out-of-date. Real estate and tax law requires some of this information to be collected.

Our Ref: VL:JL:202118

15 July 2020

Invoice # 4607

Mr SM Willis & Mr PA Willis
188 Quarry Road
BOSSLEY PARK NSW 2176

TAX INVOICE

Your Proposed Sale

Property: 15 Avandale Road , Mongarlowe

PROFESSIONAL FEES

Date	Details	GST	Amount (ex GST)
15/07/2020	To our costs of acting for you on the preparation of the sale contract, obtaining searches and certificates on your behalf, issuing contract to estate agent and all necessary letters and attendances thereon	\$29.75	\$297.50
Total		\$29.75	\$297.50

DISBURSEMENTS

Date	Details	GST	Amount (ex GST)
15/07/2020	Title search, deposited plan and section 88B instrument fee	\$4.52	\$45.23
15/07/2020	Section 10.7 Certificate		\$53.00
15/07/2020	Law Society of NSW - Contract for the Sale of Land pages	\$0.91	\$9.09
Total		\$5.43	\$107.32

Amount	+ GST	- Payments Received	= BALANCE DUE
\$404.82	\$35.18	\$ 0.00	\$440.00

With Compliments
FOCUS CONVEYANCING

Vanessa Lo Surdo
Certified Practising Conveyancer

E & O.E

47202

GALLAND ELDER LULHAM LAWYERS

Partners
NEIL W. KENNEDY
LESLIE HEINRICH
HUW EDWARDS
Senior Associates
JESSICA CLARKE
ANYA STOCK-PERRY
Consultants
MICHAEL B. GALLAND
PETER COFFEY

YOUR REF:

OUR REF: HWE:36573

DATE: 26 November 2015

TELEPHONE (02) 4821 9999
FACSIMILE (02) 4822 1400

18-26 MONTAGUE STREET
PO BOX 868, GOULBURN NSW 2580
DX 5355 GOULBURN NSW
Email: reception@gellawyers.com.au
WEB: www.gallandelderlulham.com.au

VISITS BRAIDWOOD WEDNESDAYS

ABN: 89 271 255 249

Stacey Mark Willis & Priscilla Andrea Willis ATF Willis Fund
188 Quarry Road
BOSSLEY PARK NSW 2176

Dear Stacey & Priscilla

Your Purchase from Francis & Francis
Property: 15 Avondale Road, MONGARLOWE

I am pleased to confirm that the purchase of land known as 15 Avondale Road, MONGARLOWE (*'the Property'*) was completed on Friday, 13 November 2015 (*'Settlement'*).

I enclose the following:

- A. Title diagram;
- B. Settlement Sheet showing the amount paid at Settlement;
- C. Tax Invoice for our fees and disbursements;
- D. Statement of Account;
- E. Copy 1st page of the Contracts of Sale for your records;
- F. OSR Land Tax Clearance Certificate;
- G. Copy of the section 603 Rates Certificate issued by Palerang Council;
- H. Copy of the section 149 Zoning Certificate issued by Palerang Council;
- I. Copy of the Local Lands Services Rates Certificate; and
- J. Copy of the Crown Lands Conveyancing Search.

I report as follows:-

1. Adjustments to Purchase Price

The following adjustments were made to the amount you were required to pay to the Vendor, Kevin William Francis & Catherine Alexandria Francis (*"the Vendors"*), at Settlement to complete the purchase of the Property:

- a. Palerang Council Rates
 - i. The rates levied by Palerang Council (*'Council'*) in respect to the Property for the 2015/16 financial amounted to **\$1,266.77** and were adjusted on a fully paid basis

to 30 June 2016.

- ii. The Vendor paid from the proceeds of sale the sum of **\$2,666.48** in payment of the rates owing to the end of the 2015/16 financial year and the arrears and interest that had accrued thereon.
 - iii. An amount of **\$944.89** was added to the purchase price for your share of Council's rates for the remainder of the financial year, being the 273 days of 366 of the period that you will be the owner of the Property and had possession of it (ie as and from 1 October 2015). Accordingly, Council's rates are paid to 30 June 2016 and will thereafter be your responsibility.
- b. Local Land Services' Rates
- i. The South East Local Land Services ('LLS') rates for the Property for the current calendar year (2015) amounted to **\$119.03** and were adjusted as fully paid basis.
 - ii. The Vendor had paid the to the LLS from the proceeds of sale an amount of \$236.30 in payment of the rates owing to 31 December 2015 and interest thereon as well as the arrears.
 - iii. An amount of **\$29.68** was added to the purchase price in reimbursement of the LLS rates payable over the assessment period (1 Jan 2015 to 31 Dec 2015) that you will be the owner of the Property or were in possession of it being 91 days from 1 October 2015 to 31 December 2015.
- c. Occupation Fees
- i. An amount of **\$600.00** was added to the purchase price as a result weekly licence fee of \$100.00 you agreed to pay for the six weeks from the date you took possession of the Property on 1 October 2015 to Settlement.
- d. Discharge of mortgage
- i. The Vendor made an allowance to you at settlement of **\$262.80** thereby reducing the amount you had to pay to them at settlement on account of your fees in registering the two discharges of the mortgage the Vendor had granted to the Commonwealth Bank.
 - ii. I had to add to our tax invoice the discharges of mortgages fees given we have paid these costs from our office account (and thus in effect the net legal fees you paid is \$262.80 less the amount due on our invoice).

2. Amount paid at settlement

- a. As a result of the adjustments referred to above at paragraph 1 the amount you paid at Settlement was **\$171,411.77** in accordance with the attached Settlement Sheet. This amount was in addition to the 10% deposit (**\$18,900.00**) you paid to the agent Ray White Braidwood upon the exchange of contracts.
- b. Attached is a Statement of Account showing the amount required from you to finalise the purchase including stamp duty and legal fees & disbursements.

3. Stamp Duty

At the time of writing this letter I am yet to finalise the stamping of the contract and transfer. I have misplaced the licences you gave to me when you left the contract under the door and would be pleased if you would forward to me replacement copies for the both of you

(email will be fine).

4. Other Search Results

a. NSW Government

- i. No land tax was charged on the Property up to and including the 2015 tax year.

b. Crown Land

- i. I was surprised to learn that there is no current Crown land tenures attaching to the Property given there is a race reserve of 2619 square metres as shown on the title diagram.

5. Title

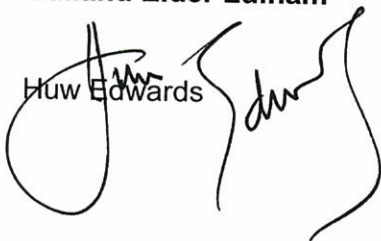
I hold the transfer and Certificate of Title to the Property. After stamping these documents I will forward the transfer to the Land & Property Information NSW for registration.

6. Tax Invoice

Please find attached my tax invoice / memorandum of fees for acting for you in connection with the purchase for your consideration and payment in due course.

As this now completes the matter I hereby take the opportunity to thank you for your instructions. Nevertheless, if you have any queries in relation to the matter or any of the enclosed documents please let me know.

Yours faithfully
Galland Elder Lulham

Huw Edwards 



[Signature]
DIRECTOR

SCHEDULE OF SHORT LINES

BEARING	DISTANCE
1 89° 59'	20.33
2 147° 15'	79.28
3 172° 39' 40"	140.3
4 172° 38' 40"	10
5 172° 38' 40"	40
6 245° 39' 40"	22.97
7 12° 18'	43.08
8 12° 49' 20"	427.84

'X' - 'Y' GIP FD TO GIP FD
99° 55' 32" - 1159.502 BY D.P. 629016 & SURVEY

'A' EASEMENT FOR ELECTRICITY PURPOSES 20 WIDE

PM 31728 FD TO SSM 128287 FD
239° 01' - 26.215
NOT ESTABLISHED

PM 31728 FD TO SSM 128287 FD
183° 47' - 869.8

20-115 & VARIABLE WIDTH
ROAD WIDENING
826.7 m²

6-887 ha
(EX. 378.8 m²)
& +7.4 m²
(ACCESS FOR WATER)

ROAD WIDENING
2198 m²

ROAD WIDENING
362.9 m²

ROAD 20-115 WIDE

ROAD 20-115 WIDE

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 860239 & PORTION 210

LGA TALLAGANDA
Locality: MONGARLOWE
Parish: BUDAWANG
County: ST VINCENT

This is sheet 1 of my plan in 3 sheets.
(Delete if inapplicable)

(Surveyors (Practical) Regulation 2001 - Clause 10)
I, BRAND WOOD,
of R.J. Keill & Co., 36, Montague St., Geelong, 3220
ph (02) 4821 0333 fax (02) 4821 7238
certify that the information contained in this plan is
correct and true and that I am a duly qualified and
registered surveyor under the Surveyors Act 1978.
The survey relates to LOT 1, 110.6 AND CONNECTIONS
Dated: 16th May 2002 Signature: [Signature]
Surveyor Registration No. 1111
Type: RURAL
Datum: RL: "X" - "Y"

Plans used in preparation of survey maps:-
D.P. 629016 V 3152-2013
D.P. 860239 D.P.
V 4006-2013
V 3726-2013
V 3475-2013

PANEL FOR USE ONLY for the purposes of intention to dedicate public road, to be used for the purpose of use of land for public convenience.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

(1) EASEMENT FOR ELECTRICITY PURPOSES 20 WIDE
(2) EASEMENT FOR WATER SUPPLY 3 WIDE

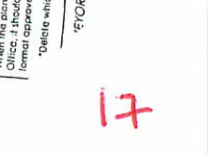
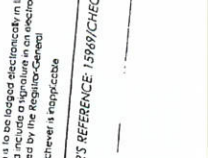
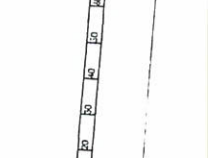
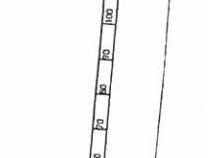
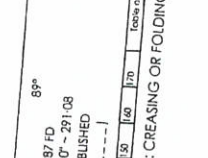
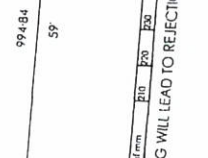
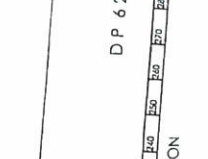
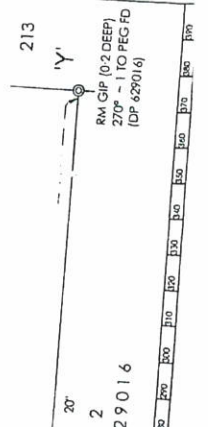
PURSUANT TO SECTION 88E OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

(3) PUBLIC POSITIVE COVENANT

IT IS INTENDED TO DEDICATE THE ROAD WIDENINGS TO THE PUBLIC AS ROAD

REFERENCE TO CORNERS

CNR	MARK	BEARING	DISTANCE	FROM	BY
A	PEG FD	145° 49'	0.895	RM GIP	ME
B	PEG	113° 25'	0.595	RM GIP	ME
C	PEG	195° 06'	5.08	RM GIP	ME
D	PEG	148° 20'	4.225	RM GIP	ME
E	PEG	99° 19'	1.12	RM GIP	ME
F	PEG	337° 07'	0.58	RM GIP	ME
G	PEG	90° 40'	1.105	RM GIP	ME
H	PEG	247° 37'	0.395	RM GIP	ME
J	PEG	253° 37'	0.36	RM GIP	ME
K	PEG	228° 07'	1.015	RM GIP	ME
L	PEG	230° 01'	0.745	RM GIP	ME
V	PEG	147° 15'	0.5	RM GIP	ME



Crown Land Officer Approval
PLAN APPROVED: [Signature] EN PERRIN
Authorized Officer 6 MAY 2002
Local Officer: BRAND WOOD
Paper No: 568/11/030
Field Book: 3514/40

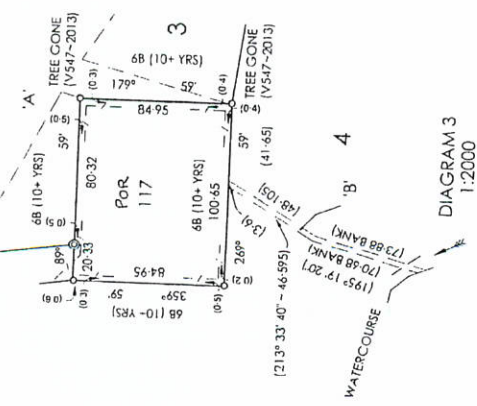
Subdivision Certificate
I certify that the provisions of 1109 J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:
• the proposed subdivision
• the proposed subdivision plan
• this subdivision is for residential purposes in accordance with 123H of the Conveyancing Act 1919

Authority: [Signature] (Crown Land Officer/Authorized Officer)
Date of endorsement: 16 MAY 2002
Authorisation No.: 1111
Subdivision Certificate No.: DP 629016

File No.: DP 629016
Date: 16 MAY 2002

Note:
When this plan is to be lodged electronically in the Land Files Office, it should include a hard copy on electronic or digital format approved by the Registrar-General.
*Where applicable it is appropriate

FORMS REFERENCE 15869/CHECKLIST/REPORTS

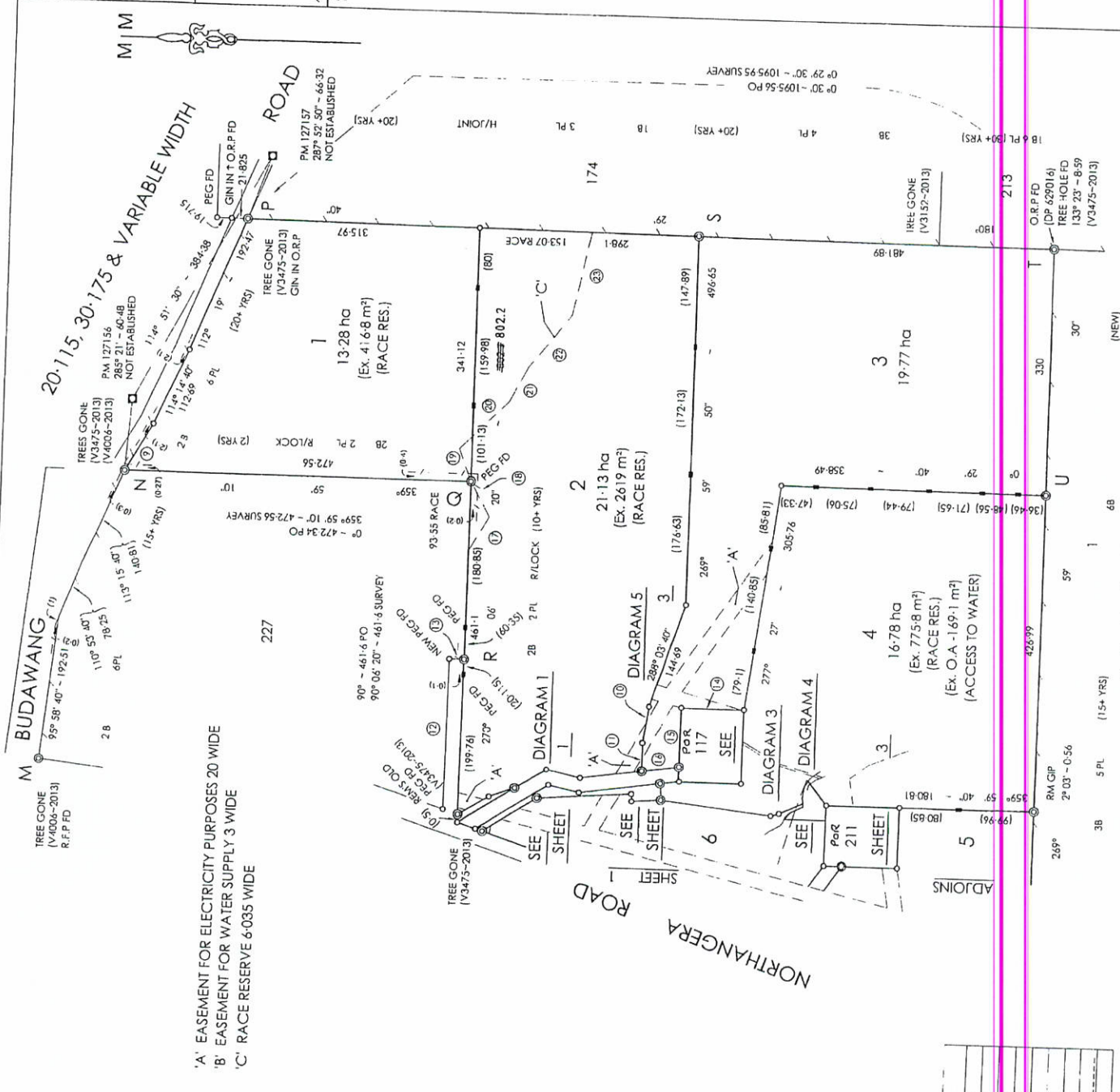


SCHEDULE OF SHORT LINES

BY	BEARING	DISTANCE
9	170° 56' 40"	73.66
10	275° 04'	48.77
11	287° 20' 40"	39.47
12	300° 04' 20"	203.58
13	180° 08' 20"	20.115
14	357° 59'	84.95
15	281° 59'	80.32
16	351° 37'	50.61
17	109° 38'	53.75
18	69° 13'	56.11
19	68° 13'	46.67
20	138° 57'	91.53
21	117° 13'	54.72
22	128° 14'	92.14
23	101° 48'	114.06

REFERENCE TO CORNERS

CNR	MARK	BEARING	DISTANCE	FROM	BY
M	R.F.P	98° 48'	1.085	RM GIP	ME
N	PEG	348° 43'	11.92	RM GIP	ME
P	GIN IN O.R.P	83° 08'	2.805	RM GIP	ME
R	PEG FD	334° 19'	1.12	RM GIP	ME
S	NEW PEG FD	4° 40'	0.515	RM GIP	ME
T	PEG	276° 19'	0.975	RM GIP	ME
U	O.R.P	70° 41'	2.855	RM GIP	DP
	PEG	357° 42'	1.07	RM GIP	ME



OFFICE USE ONLY

DP 1039392

Registered: 16-5-2002

This is sheet 3 of my plan in 3 sheets sheet 1039392

Survey registered under Survey Act 1979

This is sheet 3 of my plan of 3 sheets covered by subdivision certificate No. 97/2004

Authorised by the Registrar of Deeds

E. N. PUGHALL
 AUTHORITY: 6 MAY 2004
 CROWN LAND OFFICE

*OFFICE USE ONLY

DP 1039392

Registered: 16-5-2002

This is sheet 3 of my plan in 3 sheets dated 18/04/2002

R. J. Keir

Surveyor registered under (Surveyors Act) 1929

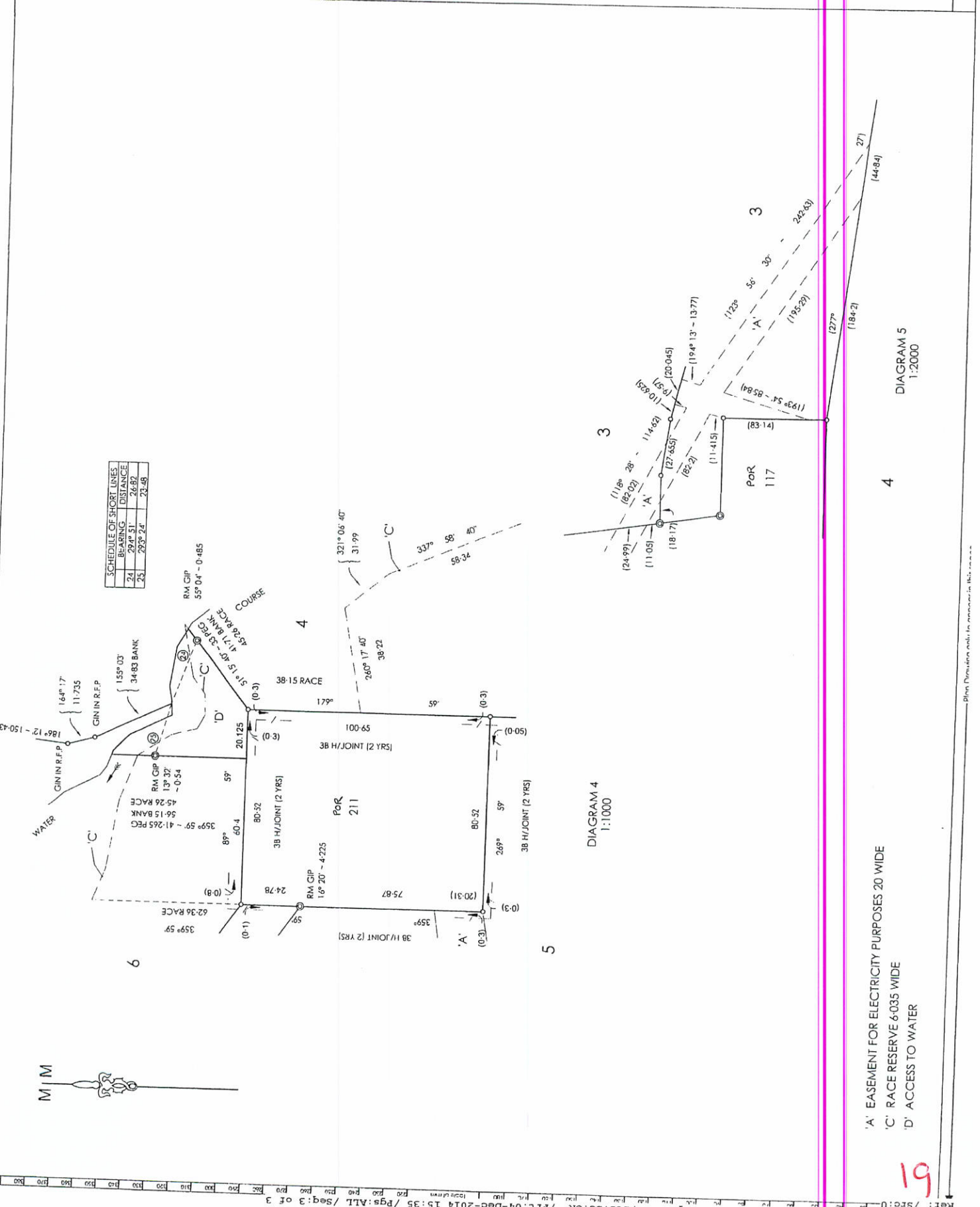
This is sheet 3 of my plan of 3 sheets covered by subdivision certificate No. 97/2001

Authorised Principal/General Manager/Accountant/Clerk

For use when issued as a certificate in any jurisdiction Form 2

E. N. PERRIN

E. N. PERRIN OFFICER G MAY 2002
 MULTISPECIFIC SURVEYOR
 CROWN LAND OFFICE



'A' EASEMENT FOR ELECTRICITY PURPOSES 20 WIDE
 'C' RACE RESERVE 6.035 WIDE
 'D' ACCESS TO WATER

19

SETTLEMENT ADJUSTMENT SHEET

**STACEY MARK WILLIS & PRISCILLA ANDREA WILLIS PURCHASE FROM
FRANCIS & FRANCIS
PROPERTY: 15 AVONDALE ROAD, MONGARLOWE**

Settlement: 11 November 2015
Adjustments as at: 1 October 2015

	<u>Payable by Vendor</u>	<u>Payable by Purchaser</u>
Purchase Price (inc GST & any other consideration)		\$189,000.00
Less Deposit		\$18,900.00
Balance		<hr/> \$170,100.00
Current Council Rates		
For Period 1/07/2015 to 30/06/2016 - 366 days		
\$1266.77 Adjusted as Paid		
Purchaser allows 273 days		
For period 1/10/2015 to 30/06/2016		\$944.89
Livestock Health and Pest Authority		
For Period 1/01/2015 to 31/12/2015 - 365 days		
\$119.03 Adjusted as Paid		
Purchaser allows 91 days		
For period 1/10/2015 to 31/12/2015		\$29.68
Occupation Fees		
Purchaser allows 42 days for period		
1/10/2015 to 11/11/2015 at \$100.00 per week		\$600.00
Vendor allows for Discharge of Mortgage 2 @		
\$131.40	\$262.80	
Totals	\$262.80	\$171,674.57
Less Amount Payable By Vendor		\$262.80
AMOUNT DUE ON SETTLEMENT		<hr/> \$171,411.77 <hr/>
Cheque Details:-		
Bank or Trust Cheque in favour of Palerang Council for		\$2,666.48
Bank or Trust Cheque in favour of Local Land Services for		\$236.30
Total		<hr/> \$2,902.78 <hr/>

GALLAND ELDER LULHAM LAWYERS

Partners
NEIL W. KENNEDY
LESLIE HEINRICH
HUW EDWARDS
Senior Associates
JESSICA CLARKE
ANYA STOCK-PERRY
Consultants
MICHAEL B. GALLAND
PETER COFFEY

YOUR REF:

OUR REF: HWE:KNW:36573

DATE: 7 October 2015

TELEPHONE (02) 4821 9999
FACSIMILE (02) 4822 1400

18-26 MONTAGUE STREET
PO BOX 868, GOULBURN NSW 2580
DX 5355 GOULBURN NSW
Email: reception@gellawyers.com.au
WEB: www.gallandelderlulham.com.au

VISITS BRAIDWOOD WEDNESDAYS

ABN: 89 271 255 249

Willis Fund
188 Quarry Road
BOSSLEY PARK NSW, 2176

TAX INVOICE No: 3908
Your Purchase from Francis & Francis
Property: 15 Avondale Road, MONGARLOWE
Professional Fees

Description	Amount	GST
To amount of our costs of and incidental to acting for you in connection with purchase of subject property including taking instructions, perusing Sales Advice, perusing Contract for Sale, discussing same with you, attending upon signature and exchange of Contract, making all usual searches and enquiries, perusing response from same, preparing Transfer, perusing replies to Requisitions on Title, attending upon stamping of Contract and Transfer, preparing settlement calculations, arranging and attending upon settlement, preparing Notice of Sale, obtaining Final Search, letter to you reporting including all general care and skill.	\$1,000.00	\$100.00
	\$1,000.00	\$100.00

Disbursements

Description	Amount	GST
LPI NSW: Electronic Notice Of Sale - 2/1039392	\$4.00	\$0.40
NSW OSR: Clearance Certificate	\$15.00	\$0.00
Local Land Services: Rates, Other Charges	\$60.00	\$0.00
- Department of Lands : Conveyancing Search	\$71.20	\$0.00
Palerang Council: Section 603 Certificate	\$75.00	\$0.00
InfoTrack search fee	\$83.99	\$8.40
LPI NSW: Final Search	\$14.32	\$1.43
OSR NSW: Stamping fee	\$6.00	\$0.60
LPI NSW: Registration of Transfer	\$219.00	\$0.00
LPI NSW: Registration of Discharge of Mortgage (2 x \$109.50)	\$219.00	\$0.00
M J Armstrong & Co: Lodgement of Transfer and Discharge with LPI NSW	\$30.00	\$3.00
Forms, postage, stationery, photocopying, telephone and sundry disbursements	\$75.00	\$7.50
Kingslandu Pty Limited, file storage fee	\$30.00	\$3.00
	\$902.51	\$24.33

Amount	+ GST	- Payments Received	= BALANCE DUE
\$ 1,902.51	\$ 124.33	\$ 0.00	\$ 2,026.84

With Compliments
Galland Elder Lulham

Per:

E & O.E


You may apply to have these costs assessed under Part 11 of the Legal Profession Act. If the costs have been wholly or partly paid, such Application may be made within 12 months after you receive this Bill.

Interest

Terms of payment are strictly 14 days from the date of Invoice. If these costs remain unpaid 14 days or more after the date of Invoice, interest on the unpaid costs will be charged at current Supreme Court rate of interest on unpaid Judgments.

PLEASE RETURN THIS SECTION WITH YOUR REMITTANCE TO:

Galland Elder Lulham, PO Box 868 Goulburn, NSW, 2580

Cheque/Money Order attached:

Please debit Card: Bankcard Visa Card Mastercard (Circle appropriate card)

Card Number: Expiry Date: / /

Card Holder: Signature:

Client: Stacey Mark Willis & Priscilla Andrea Willis Willis FundBank Details for EFT

Our Ref: 36573

Re: Your Purchase from Francis & Francis

Amount Due: \$2,026.84

Date Sent: 7 October 2015

BSB: 062 545

Acc Number: 10382694

Acc Name: Galland Elder Lulham

Ref: 3908

GALLAND ELDER LULHAM LAWYERS

Partners
NEIL W. KENNEDY
LESLIE HEINRICH
HUW EDWARDS
Senior Associates
JESSICA CLARKE
ANYA STOCK-PERRY
Consultants
MICHAEL B. GALLAND
PETER COFFEY

YOUR REF:

OUR REF: HWE:KNW:36573

DATE: 26 November 2015

TELEPHONE (02) 4821 9999
FACSIMILE (02) 4822 1400

18-26 MONTAGUE STREET
PO BOX 868, GOULBURN NSW 2580
DX 5355 GOULBURN NSW
Email: reception@gellawyers.com.au
WEB: www.gallandelderlulham.com.au

VISITS BRAIDWOOD WEDNESDAYS

ABN: 89 271 255 249

Stacey Mark Willis & Priscilla Andrea Willis ATF Willis Fund
188 Quarry Road
BOSSLEY PARK NSW 2176

Statement of Account Your Purchase from Francis & Francis Property: 15 Avondale Road, MONGARLOWE

Amounts payable to complete the purchase:

Amount advanced by the ANZ Bank at settlement to complete the purchase		\$171,411.77
Amount paid to the Office of State Revenue on account of Stamp Duty payable on the transaction		\$5,125.00
Amount due to us in accordance with our tax invoice/memorandum of fees		\$2,026.84

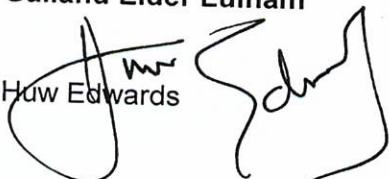
Amounts paid:

Amount paid to the Vendor in accordance with the attached Settlement Adjustment Sheet		\$171,411.77
---	--	--------------

Balance Outstanding

Amount due us in accordance with the amounts outstanding for our fees and Stamp Duty		\$7,151.84
	\$178,563.61	\$178,563.61

Yours faithfully
Galland Elder Lulham

Huw Edwards 

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent: **Ray White Braidwood**
 112 Wallace Street, BRAIDWOOD, NSW 2622
 Phone: 4842 2046
 Fax: 4842 2646

Co-agent: _____

Vendor: **Kevin William Francis and Catherine Alexandria Francis**
 13-15 Ackroyd Street, PARKES, NSW 2870

Vendor's Solicitor: **Christopher Adams Lawyers**
 37, 71-83 Smith Street, Wollongong NSW 2500
 DX 27813 Wollongong Court NSW
 Phone: 4225 9222
 Fax: 4227 4827
 Ref: KA:14/143

Completion date: **42nd day after the date of this contract (clause 15)**

Land: **"Hakuna" 15 Avondale Road, MONGARLOWE, New South Wales 2622**
 Registered Plan: Lot 2 Plan DP1039392
 Folio Identifier 2/1039392

COPY

Improvements: VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace none
 other: **Rural-Shed**

Attached copies: Documents in the List of Documents as marked or as 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 curtains insect screens stove
 built-in wardrobes dishwasher light fittings pool equipment
 clothes line fixed floor coverings range hood TV antenna
 other: **Fireplace**

Exclusions: _____

Purchaser: ~~ATF Willis Fund~~ **Stacey Mark Willis and Priscilla Andrea Willis**
ATF Willis Fund
 188 Quarry Road, Bossley Park NSW 2176

Purchaser's solicitor: **Galland Elder Lulham**
 18-26 Montague Street, Goulburn NSW 2580
 Phone: 4423 0155
 Fax: 4423 0811

Price: **\$189,000.00**
 Deposit: **\$18,900.00** (10% of the price, unless otherwise stated)
 Balance: **\$170,100.00**

Contract date: **2 October 2015** (if not stated, the date this contract was made)

Vendor: Francis

Witness: _____

GST AMOUNT (optional)
 The price includes GST of: _____

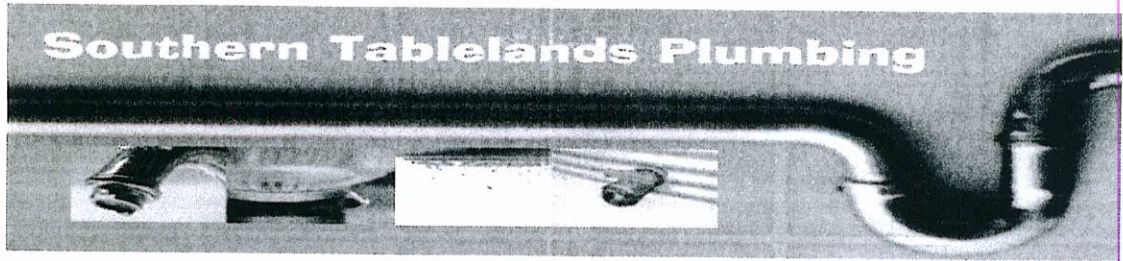
Purchaser: JOINT TENANTS tenants in common in unequal shares
Tax information (the parties promise this is correct as far as each party is aware)

Witness: _____

Land tax is adjustable: _____
 GST: Taxable supply: NO yes
 Margin scheme will be used in making the taxable supply: NO yes in full yes to an extent
 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)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number



TAX INVOICE

Stacey
 15 Avondale Road
 MONGARLOWE NSW 2622
 AUSTRALIA

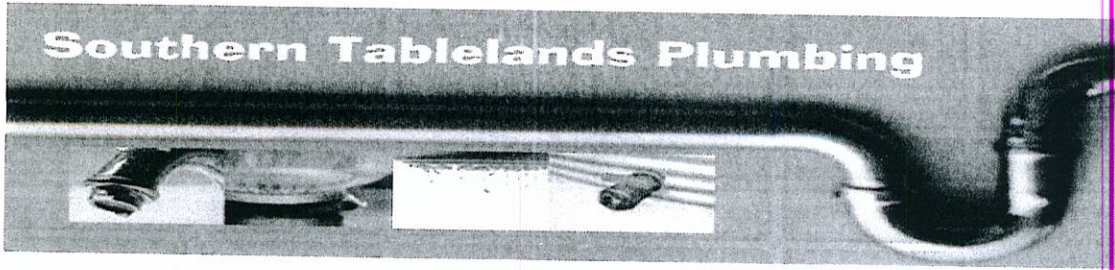
Invoice Date
 24 Nov 2015
Invoice Number
 Invoice 942015
Reference
 Invoice 942015

Southern Tablelands Plumbing
 4695 Cooma Road
 KRAWARREE NSW 2622
 M: 0407942022
 E: aceofspadesplumbing@yahoo.com.au
 ABN: 43 152 920 226

Description	Quantity	Unit Price	GST	Amount AUD
Property: 15 Avondale Road, Mongarlowe	1.00	6,954.55	10%	6,954.55
* Supply of septic and soak away system.				
Subtotal				6,954.55
Total GST 10%				695.45
Invoice Total AUD				7,650.00
Total Net Payments AUD				0.00
Amount Due AUD				7,650.00

PAYMENT ADVICE

Payment Options-	Direct Deposit	Invoice Number	Invoice 942015
	Name: Ace of Spades Plumbing Contractors Pty Ltd BSB: 062-148 Acc: 10540256	Amount Due	7,650.00



TAX INVOICE

Stacey
 15 Avondale Road
 MONGARLOWE NSW 2622
 AUSTRALIA

Invoice Date
 04 Jan 2016
Invoice Number
 Invoice 12016
Reference
 Invoice 12016

Southern Tablelands Plumbing
 4695 Cooma Road
 KRAWARREE NSW 2622
 M: 0407942022
 E: aceofspadesplumbing@yahoo.com.au
 ABN: 43 152 920 226

Description	Quantity	Unit Price	GST	Amount AUD
* Supply of extra parts for sewer septic system.	1.00	1,567.00	10%	1,567.00
			Subtotal	1,567.00
			Total GST 10%	156.70
			Invoice Total AUD	1,723.70
			Total Net Payments AUD	0.00
			Amount Due AUD	1,723.70

PAYMENT ADVICE

Payment Options-	Direct Deposit	Invoice Number	Invoice 12016
	Name: Ace of Spades Plumbing Contractors Pty Ltd	Amount Due	1,723.70
	BSB: 062-148		
	Acc: 10540256		

~~4~~ # 493653 1811

Palerang Power Pty Ltd
 67 Tates Lane Durran Durra (Braidwood) NSW 2622

Tax Invoice

Invoice #: 00000531
 Date: 17/04/16
 Ship Via:
 Page: 1

A.B.N. 50 156 502 957
 A.C.N.

Bill To:

Ship To:

stacey willis
 Avondale road
 Mongarlowe

stacey willis

Description	Amount	Code
Power connection at 15 Avondale Rd Mongarlowe	\$11,435.00	GST
Supply of 40 amps to dwelling on property from existing transformer		
Includes all labour, equipment, metering and essential energy fees associated with connection of supply.		
Works to be completed on friday 20/05/2016 with power on.		
Payment due in full withun seven days of completion.		

All Payments are due within 7 days.
 Please pay in the following Bank Account:
 Account Name: Palerang Power Pty Ltd
 BSB: 633 000
 Account #: 145 795 845

Your Order #:	Customer ABN:	Freight:	\$0.00 GST
Shipping Date:	Terms: Net 7	GST:	\$1,143.50
COMMENT	GST	SALE AMOUNT	Total Inc GST: \$12,578.50
	10%	\$1,143.50	Amount Applied: \$0.00
		\$11,435.00	Balance Due: \$12,578.50

P&N O'Connell Pty Ltd

22 Ryrie Street
Braidwood
New South Wales 2622
ABN 26 123 379 519
ACN 123 379 519

TAX INVOICE

Invoice No: 201633
Invoice Date: 20/05/16
Date Due: 27/05/16

Attention: Stacey
Name: Stacey Willis
Address:
City/Town: Braidwood
State: NSW
Postcode: 2622

Date	Description	Sub-total	GST	Total
18/05/16	Dig trench 308 excavator	800.00	80.00	880.00
19/05/16	Back fill trench skid steer	350.00	35.00	385.00
	Travel		0.00	0.00

Amount Payable: \$1,265.00
Includes GST of: \$115.00

Terms: **7Days**

Banking Details:

Bank
Branch
Swift Code
BSB
Account Number
Account Name

Westpac
Queanbeyan NSW Australia
WPACAU2S
032-724
22-9173
P&N O'Connell Pty Ltd

28/03/17

To whom it may concern

Dear Sir / Madam,

Re: 15 Avondale Road, Mongarlowe NSW 2622

This letter is to confirm that I am familiar with the above-mentioned property and submit the following rental appraisal based on my experience as an active Real Estate agent in the Braidwood area.

Currently the rural property is 50 acres with 2 dams and a colorbond shed, If the property were to be rented, we would be required by Council for it to have a septic system to manage all grey water and waste. We would also be required to have the power connected. There is power available at the front of the property so I would assume this would not be a big deal to access and have it connected to the shed.

If these two issues were addressed I would expect that we would be able to achieve a weekly rent \$150 - \$200 a week.

If you require any further information, please don't hesitate to contact me.

Yours faithfully



Denver Shoemark

Ray White Braidwood

112 Wallace Street
Braidwood NSW 2622

T 02 4842 2040

F 02 4842 2640

E braidwood.nsw@raywhite.com
raywhitebraidwood.com.au

GALLAND ELDER LULHAM LAWYERS

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NEIL W. KENNEDY
LESLIE HEINRICH
HUW EDWARDS
Senior Associates
JESSICA CLARKE
ANYA STOCK-PERRY
Consultants
MICHAEL B. GALLAND
PETER COFFEY

YOUR REF:

OUR REF: HWE:KNW:36573

DATE: 7 October 2015

TELEPHONE (02) 4821 9999
FACSIMILE (02) 4822 1400

18-26 MONTAGUE STREET
PO BOX 868, GOULBURN NSW 2580
DX 5355 GOULBURN NSW
Email: reception@gallandelderlulham.com.au
WEB: www.gallandelderlulham.com.au

VISITS BRAIDWOOD WEDNESDAYS

ABN: 89 271 255 249

Stacey Mark Willis & Priscilla Andrea Willis ATF Willis Fund
188 Quarry Road
BOSSLEY PARK NSW 2176

Dear Sir/Madam

**Your Purchase from Francis & Francis
Property: 15 Avondale Road, MONGARLOWE**

We confirm that Contracts in respect to the purchase of the above land were exchanged Friday, 2 October 2015. The agreement to purchase is now unconditionally binding on you.

We report as follows;

1. The contract provides for settlement to be effected within 42 days of the date of the Contract, or on or before Friday, 13 November 2015. We are, however, hopeful of completing the sale well before this date.
2. As you have entered into possession of the property under licence, you have agreed to accept the property in its state and condition as at 2 October 2015 and make no claim regarding the same.
3. Pursuant to the Licence Agreement entered into, you have agreed to pay to the Vendor the sum of \$100.00 per week from the date of possession to settlement, with the amount due to be paid with the balance of the purchase monies at settlement.
4. You should also effect a policy of insurance covering public liability given you are now in possession of the property.
5. We have commenced our usual searches and enquiries and in due course will report to you on our investigation to the Title to the property.
6. Stamp Duty is payable on the Contract and Transfer in the sum of **\$5,125.00**. We will require that you pay this amount to us prior to or upon settlement by either providing us with a **bank cheque** made payable to the **Office of State Revenue NSW** for the said amount or by transferring this amount to our Trust account. Should the latter prove more convenient, our Trust Account details are as follows:

Bank: Commonwealth Bank of Australia
Name: Galland Elder Lulham Trust Account
BSB: 062 545
Account Number: 2801 6721

Reference: 36573:WILLIS

If you electronically transfer funds please let us know when the transaction has been effected;

7. Under s309 of the *Legal Profession Act 2004* ('the Act') we are obliged to disclose to you our costs as well as advise you of your rights in relation to our fees and disbursements. Accordingly:

- A. we anticipate our fees and disbursements for acting for you in connection with the purchase of 15 Avondale Road, MONGARLOWE shall be approximately:

Solicitors fees for acting on the Conveyance		\$1,000.00
Disbursements		
NSW OSR: Land Tax Clearance Certificate	\$15.00	
Palerang Council: 603 Certificate	\$75.00	
Local Lands Services: Rates Search	\$60.00	
LPI NSW: Final Search	\$14.32	
Department of Lands: Conveyancing Search	\$71.20	
OSR NSW: Stamping Fee	\$6.00	
LPI NSW: Electronic Notice of Sale	\$4.00	
InfoTrack: Search Fee	\$83.99	
Forms, postage, stationery, telephone, copying, etc	\$75.00	
Kingslandu Pty Limited, file storage fee	\$30.00	
M J Armstrong & Co: Agency fees for lodgement of documents with the LPI	\$30.00	
LPI NSW: Registration of Certificate of Title	\$219.00	
LPI NSW: Registration of Discharge of Mortgage X 2	\$219.00	\$902.51
Subtotal		\$1,902.51
GST		\$ 124.33
TOTAL		2,026.84

Please note that the Vendor will reduce the amount payable at settlement by \$219.00 on account of your costs in arranging the Discharge of the Vendors mortgage.

- B. Please be aware that you may under the Act:
- i. negotiate a costs agreement with us;
 - ii. receive a bill from us;
 - iii. request an itemised bill after receipt of a lump sum bill; and
 - iv. be notified of any substantial change to the estimate of costs detailed above.
8. Please provide us with a copy of your driver's licence if you have not done so already as photographic identification is required to satisfy the Office of State Revenues identification requirement.


You may either attend our offices so we may take a photocopy or alternatively you may

scan a copy of your licence and forward the same by email:
huwedwards@gellawyers.com.au

In the meantime, if you have any queries please do not hesitate to contact the writer.

Yours faithfully
Galland Elder Lulham

Huw Edwards

A handwritten signature in black ink, appearing to read 'Huw Edwards', written over the printed name.

GALLAND ELDER LULHAM

LAWYERS

Partners
NEIL W. KENNEDY
LESLIE HEINRICH
HUW EDWARDS
Senior Associates
JESSICA CLARKE
ANYA STOCK-PERRY
Associate
SAM ROWLAND
Consultants
MICHAEL B. GALLAND
PETER COFFEY

YOUR REF:

OUR REF: HWE:KNW:36573

DATE: 9 March 2016

TELEPHONE (02) 4821 9999
FACSIMILE (02) 4822 1400

18-26 MONTAGUE STREET
PO BOX 868, GOULBURN NSW 2580
DX 5355 GOULBURN NSW
Email: reception@gellawyers.com.au
WEB: www.gallandelderlulham.com.au

VISITS BRAIDWOOD WEDNESDAYS

ABN: 89 271 255 249

Stacey Mark Willis & Priscilla Andrea Willis ATF Willis Fund
188 Quarry Road
BOSSLEY PARK NSW 2176

Dear Sir/Madam

**Your Purchase from Francis & Francis
Property: 15 Avondale Road, Mongarlowe**

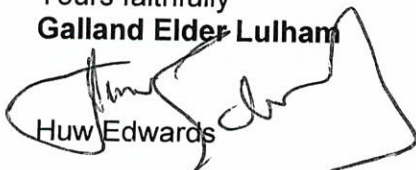
We refer to previous communication with you.

Please find enclosed:

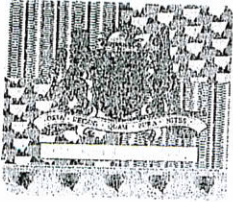
1. Copy of the Certificate of Title to 15 Avondale Road, Mongarlowe. We advise that the original has been filed in Deed Packet Number **C6297** in our strong room on safe custody for you; and
2. Cheque in the amount of \$109.50 made payable to The Willis Fund being a refund of the overpayment of our account. (In the end there was one Discharge of Mortgage, not two for the Vendor's two mortgages over the property).

We thank you for your instructions. Nevertheless, should you have any queries please do not hesitate to contact the writer.

Yours faithfully
Galland Elder Lulham


Huw Edwards

BOX 268D
(AK254163)



NEW SOUTH WALES
CERTIFICATE OF TITLE
REAL PROPERTY ACT, 1900

TORRENS TITLE REFERENCE 2/1039392	
EDITION 4	DATE OF ISSUE 29/2/2016
CERTIFICATE AUTHENTICATION CODE RZKX-PV-T2Q6	

REGISTRAR GENERAL



COPY

(T AK254163)

I certify that the person described in the First Schedule is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries as appear in the Second Schedule and to any additional entries in the Folio of the Register.

LAND

LOT 2 IN DEPOSITED PLAN 1039392
AT MONGARLOWE.
LOCAL GOVERNMENT AREA: PALERANG.
PARISH OF BUDAWANG COUNTY OF ST VINCENT
TITLE DIAGRAM: DP1039392

FIRST SCHEDULE

STACEY MARK WILLIS
PRICILLA ANDREA WILLIS
AS JOINT TENANTS

SECOND SCHEDULE

-
1. LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
 2. LAND EXCLUDES THE RACE SHOWN IN THE TITLE DIAGRAM
 3. DP1039392 EASEMENT FOR ELECTRICITY PURPOSES 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 4. DP1039392 POSITIVE COVENANT

**** END OF CERTIFICATE ****

ANY ATTEMPT TO ALTER THIS CERTIFICATE COULD RESULT IN HEAVY FINES OR IMPRISONMENT (S.111 REAL PROPERTY ACT)



Galland Elder Lulham
DX 5355
GOULBURN NSW

Agent ID: 81429403
Issue date: 21-SEP-2015
Enquiry ID: 2321073
Correspondence ID: 1621056413
Your reference: 36573

Land Tax Certificate under section 47 of the *Land Tax Management Act 1956*

This information is based on data held by the Office of State Revenue.

Land ID	Land address	Taxable land value
D1039392/2	15 AVONDALE RD MONGARLOWE 2622	EXEMPT

There is NO LAND TAX charged on the land up to and including the 2015 tax year.

If you have any questions concerning the land ID, land address or taxable land value details, contact one of my officers on 1300 139 816.

Yours sincerely,

Stephen R Brady
Chief Commissioner of State Revenue

OSR contact details



For more information and services on land tax
www.osr.nsw.gov.au/taxes/land



1300 139 816*



Phone enquiries
 8.30 am – 5.00 pm, Mon. to Fri.

* Interstate clients please call (02) 9689 6200.

Help in community languages is available.

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax owing on a property.

The clearance certificate protects a purchaser from any outstanding land tax liability by a previous owner. It does not provide any protection to the owner of the land.

Why is the certificate clear from land tax?

The certificate may be issued as 'clear' if:

- the land is not liable or exempt from tax
- the tax has been paid
- the Chief Commissioner 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 had not been detected when 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.

Why is the 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?

To remove a charge from a clearance certificate the outstanding tax must be paid. To do this the owner must contact us to arrange for the charge to be released.

You should allow 10 working days to process a request.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate update service at www.osr.nsw.gov.au/taxes/land/clearance

Please ensure you have allowed sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and threshold

The taxable land value shown on the clearance certificate is the value that is used by OSR when assessing land tax.

Details of land tax thresholds and rates, as well as the land tax calculator and examples are available at www.osr.nsw.gov.au/taxes/land