

Our Ref: VL:212272

26 July 2021

The Manager
Willis Property Fund Pty Ltd
By Email

Dear Sir/Madam

**Re: Your Purchase from White
Property: 180 Craggs Road, Wog Wog**

We are **enclosing** the contract for your approval.

We confirm the contract for the purchase of the above property will be exchanged unconditionally. Therefore, you will waive your rights to a cooling off period. Once exchange of contracts takes place you will be bound by the terms of the contract.

We make the following comments on the more important aspects of the contract:

Purchase Price/Deposit

1. The purchase price is \$570,000.00. At exchange of Contracts the 10% deposit of \$57,000.00 is payable.
2. The deposit is payable to Ray White Braidwood who will hold it as stakeholder pending completion.

Purchaser

3. Have you been correctly described? Please ensure the entity name on the Contract is correct.

Completion

4. Completion is to take place within 42 days of the date of exchange of contracts. If completion has not been effected within this time either party may issue a notice requiring completion 14 days after the date of service of such notice – see special condition 35. If you do not complete within that time you may lose your deposit and be otherwise liable – see clause 9.
5. Also, if completion has not taken place within the required time, you will be liable for interest – see special condition 38.

63737

Finance

6. We note that you will be providing all funds necessary to complete the purchase.
7. We note that finance is coming from the sale of your home. There is always some risk in such cases that the purchaser may default or rescind the contract leaving the vendor without the funds needed to complete his purchase. Such cases are rare but do occur. So if you elect to contract to buy this property before you have the funds from the sale, it would be prudent to have a backup bridging loan available to tie you over, should the worst occur, until you have been able to re-sell your present home.
8. You will need to have the necessary funds to cover the purchase moneys and other expenses including stamp duty and legal fees. If a loan is necessary, you should have a confirmed loan approval (which we should peruse) before the exchange of Contracts.

Property Identification

9. You should be satisfied that the description of the property is correct. A plan showing the position of the land in relation to adjoining allotments and cross streets is attached to the contract to assist in your identification of the property.
10. It would be prudent for you to have the property surveyed, if there is no existing survey for the property, so that you can be satisfied that the improvements lie wholly within the boundaries and comply with the provisions of the Local Government Act Ordinances as to the distance of the walls, gutters and eaves of the building from the boundaries. If there is no survey, or it is not sufficiently up-to-date, we would recommend that a new survey, the cost of which would be about \$880.00, be obtained.

Title Insurance

11. Stewart Title insurance provides cover under their policy against loss suffered as a result of encroaching structures, adverse possession or loss of land which affects the value of the property and for structures built illegally by any previous owner due to a failure to obtain the requisite Council building permits. We have **enclosed** a brochure for your information and will discuss this further at our appointment.

Inclusions

12. There are no inclusions listed.

GST Goods and Services Tax

13. The note on the second page of the Contract indicates that the price is inclusive of the Goods and Services Tax (if any) payable by the vendor. Generally speaking a sale of the residential property (other than new residential property) will be exempt from liability for GST.

Possession

14. Vacant possession is to be given to you on completion.

Title

15. A title search for the property is attached to the contract indicating it is affected as follows:
 - Land excludes minerals and is subject to reservation and conditions in favour of the Crown
 - DP1238952 Easement for access 25 metres wide appurtenant to the land
 - DP1238952 Easement for access 15 metres wide appurtenant to the land
 - DP1261857 Restrictions on the use of land
 - DP1261857 Positive Covenant referred to and numbered 4 and 5 in Section 88B Instrument
16. Copies of the instruments creating these encumbrances are annexed to the contract and before signing the contract you should be satisfied that the property complies with the restrictions and that they will not adversely affect your intended use of the property.
17. We shall ensure that any mortgages noted on the title are discharged on completion.

Zoning

18. The Section 10.7 Certificate annexed to the contract shows that the property is zoned "**RU1 Primary Production**" under which the existing use is permitted. The certificate also shows that the property is affected by the following:
 - Various draft State, Local & Regional Environmental Plans, Planning Policies and Development Control Plans
 - The land is affected by policies adopted by the Council that restricts development because of the likelihood of contamination
 - The land is bush fire prone land
 - Tallaganda Shire Council Section 94 Contributions Plans

Special Conditions

19. We comment on the special conditions as follows:
 - SC33 This clause details amendments to the printed conditions of the Contract.
 - SC34 This clause requires you to indemnify the vendor against any claim for commission made by any agent introducing you, other than the agent named in the contract. You should therefore be satisfied, before signing the contract that no agent, other than the agent named in the contract has played any part in effecting the sale.
 - SC35 We have already referred to this clause – see point 4 above.

- SC36 This clause prevents you objecting to the state of repair of the property and highlights the need to be satisfied, before exchange, that the property is satisfactory for the use you intend.
- SC37 This clause provides that if either party dies or becomes mentally ill, the other party may rescind the contract in which case the deposit will be refunded to you. However, being a company should the purchaser have a summons for its winding up, you will be in default of the Contract.
- SC38 We have already referred to this clause – see point 5 above.
- SC39 This clause will be discussed further at our appointment.
- SC40 This clause in relation to PEXA is a formal matter.
- SC41 This clause is not applicable.
- SC42 This clause in relation to errors in adjustments will be self-explanatory.
- SC43 This clause is a formal matter.
- SC44 This clause in relation to COVID 19 will be discussed further at our appointment.
- SC45 This clause in relation to Enclosure Permit will be self-explanatory.
- SC46 This clause in relation to your own inspections of the property will be self-explanatory.
- SC47 This clause in relation to fencing will be self-explanatory.
- SC48 This clause provides you are satisfied yourself as to the access available to the property.
- SC49 This clause in relation to vendor warranties will be self-explanatory.

Pre-Completion Inspection

- 20. When the date of completion arrives, you should make a further inspection of the property so as to be satisfied that the vendor has vacated and that the property, with the items passing with the sale, is in satisfactory order and condition.

Stamp Duty

- 21. If you are not eligible for an exemption or reduction, then stamp duty of \$20,877.00 is payable after exchange of contract and before settlement.

Once you are content that everything is satisfactory to proceed then you should make sure that the balance of the deposit is paid to the agent prior to exchange of contracts.

If you have any queries, please do not hesitate to contact the writer.

Yours faithfully

FOCUS CONVEYANCING

Vanessa Lo Surdo JP
Certified Practising Conveyancer

encl



Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 81717018 | NSW DAN: |
|---|---|-------------------|---|
| vendor's agent | Ray White Braidwood 112 Wallace Street BRAIDWOOD NSW 2622 | | Phone: 4842 2046 Fax: 4842 2646 Ref: |
| co-agent | | | |
| vendor | Jeffrey Mark White, Leanne Maree White 1407 Lade Vale Road LADE VALE NSW 2581 | | COPY Phone: 02 4234 1900 Fax: (02) 4234 2580 Ref: BY-W035:SW:SF |
| vendor's solicitor | Carter Ferguson Solicitors Unit 20 125 Fern Street GERRINGONG NSW 2534 | | Phone: 02 4234 1900 Fax: (02) 4234 2580 Ref: BY-W035:SW:SF |
| date for completion | 28 days after the contract date (clause 15) | | Email: sally@cflegal.com.au |
| land | 180 Crags Road WOG WOG NSW 2622 | | |
| (Address, plan details and title reference) | Lot 2 in Deposited Plan 1261857 2/1261857 | | |
| improvements | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Shed | | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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 | |
| purchaser | Willis Fund Pty Ltd ACN 643 294 919 as trustee for Willis Fund 188 Quarry Road BOSSLEY PARK NSW 2176 |
| purchaser's solicitor | Focus Conveyancing Phone: 4647 1117 5 Barford Road HARRINGTON PARK NSW 2567 Fax: 4647 4117 Ref: |
| price | \$ 570,000.00 Email: vanessa@focusconveyancing.com.au |
| deposit | \$ 57,000.00 (10% of the price, unless otherwise stated) |
| balance | \$ 513,000.00 |
| contract date | 6 August 2021 (if not stated, the date this contract was made) |

buyer's agent

| | | | |
|---|---|---------|--|
| vendor  |  | witness | |
| <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;"> GST AMOUNT (optional) The price includes GST of: \$ </td> </tr> </table> | | | GST AMOUNT (optional) The price includes GST of: \$ |
| GST AMOUNT (optional) The price includes GST of: \$ | | | |
| purchaser <input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares | witness | | |
| BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION BY-W035 81717018 | | | |

You can prepare your own version of pages 1 - 3 of this contract. Except as permitted under the Copyright Act 1968 (Cth) or consented to by the copyright owners (including by way of guidelines issued from time to time), no other part of this contract may be reproduced without the specific written permission of The Law Society of New South Wales and The Real Estate Institute of New South Wales.

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 81717018 | NSW DAN: |
|---|---|-------------------|--|
| vendor's agent | Ray White Braidwood 112 Wallace Street BRAIDWOOD NSW 2622 | | Phone: 4842 2046 Fax: 4842 2646 |
| co-agent | | | Ref: |
| vendor | Jeffrey Mark White, Leanne Maree White 1407 Lade Vale Road LADE VALE NSW 2581 | | |
| vendor's solicitor | Carter Ferguson Solicitors Unit 20 125 Fern Street GERRINGONG NSW 2534 | | Phone: 02 4234 1900 Fax: (02) 4234 2580 Ref: BY-W035:SW:SF |
| date for completion | ²⁸ 42 days after the contract date | (clause 15) | Email: sally@cflegal.com.au |
| land | 180 Craggs Road WOG WOG NSW 2622 | | |
| (Address, plan details and title reference) | Lot 2 in Deposited Plan 1261857 2/1261857 | | |
| | <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space | | |
| | <input checked="" type="checkbox"/> none <input checked="" type="checkbox"/> other: Shed | | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: | | |
| | <input type="checkbox"/> 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

purchaser Willis Fund Pty Ltd
188 Quarry Road BOSSLEY PARK NSW 2176

purchaser's solicitor Focus Conveyancing
5 Barford Road HARRINGTON PARK NSW 2567

Phone: 4647 1117

Fax: 4647 4117

Ref:

price \$ 570,000.00

Email: vanessa@focusconveyancing.com.au

deposit \$ 57,000.00

(10% of the price, unless otherwise stated)

balance \$ 513,000.00

contract date

(if not stated, the date this contract was made)

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

BY-W035

81717018

- vendor agrees to accept a **deposit-bond** (clause 3) NO yes
- Nominated Electronic Lodgment 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)

- Purchaser must make an *GSTRW payment* (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 *RW 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):

PURCHASER SETTLEMENT STATEMENT
as at 20 August 2021

Willis Fund Pty Ltd purchase from White
180 Craggs Road, Wog Wog

| | Credit | Debit |
|---|---------------------|---------------------|
| Purchase Price capital | | \$570,000.00 |
| Current Council Rates - \$490.68 per quarter Your proportion from 20 August 2021 to 30 September 2021 | | \$218.67 |
| Crown Land Rates - \$507.00 per annum Your proportion from 20 August 2021 to 6 December 2021 | | \$150.02 |
| Stamp Duty on Contract & Transfer capital | | \$20,877.00 |
| PEXA electronic settlement fee capital | | \$117.92 |
| Our costs & disbursements as per tax invoice attached capital | | \$1,884.10 |
| Title Insurance capital | | \$575.61 |
| Registration fees capital | | \$147.70 |
| Surplus settlement funds to be transferred to your nominated ANZ account BSB 012 468 AC 213 641 389 as per your instructions via the PEXA Key app | | \$1,032.74 |
| Vendor allows for outstanding Crown Land Rates | \$2.76 | |
| Deposit paid by you | \$57,000.00 | |
| Balance settlement monies to be deposited into the nominated PEXA Source Account, details of which can be found on the PEXA Key App | \$538,001.00 | |
| | \$595,003.76 | \$595,003.76 |



Revenue

Duties Notice of Assessment

Issue Date 16 Aug 2021
Enquiries 1300 308 863 (8.30am - 5.00pm)
Website www.revenue.nsw.gov.au

FOCUS CONVEYANCING
5 BARFORD WAY
HARRINGTON PARK NSW 2567

Duties Assessment Number 10173067-001
Total amount payable \$20,877.00
Due date 08 Nov 2021
Assessment no 1732050149
Your reference 212272
Client ID 120167894

COPY

Liable party: Willis Fund Pty Ltd

Assessment summary

| | |
|-----------------------------|--------------------|
| Duty assessed | \$20,877.00 |
| Total amount payable | \$20,877.00 |

If you do not pay the total amount payable by the due date, then interest will be imposed on any outstanding balance. You can find information on the current rate of interest at www.revenue.nsw.gov.au

The due date for payment of this assessment by return has been set in accordance with your approval under section 37 of the Taxation Administration Act, 1996.

Please see the back of this notice for general information about this assessment and payment methods.

Please refer to the attached statement for detailed information about this assessment.

Scott Johnston

Chief Commissioner of State Revenue

Revenue NSW - Electronic Duties Returns

Do not staple, pin or fold remittance slip



B Pay - Internet or phone banking:

Billor Code: 3384 Reference: 1732050149
Credit card payments are not accepted.



Electronic payments:

BSB no: 032001 Account no: 205573
Account name: OSR EPS Tax Remitting Account
Electronic payment code: 1732050149SRX

Client name: FOCUS CONVEYANCING

| | |
|---------------------------------|--------------------|
| Duties Assessment Number | 10173067-001 |
| Due date | 08 Nov 2021 |
| Total Amount Payable | \$20,877.00 |



1732050149



| | |
|---------------------------------|--------------------|
| Duties Assessment Number | 10173067-001 |
| Client name | FOCUS CONVEYANCING |
| Your reference | 212272 |
| Lodgement date | 16 Aug 2021 |

Transaction Details

| | |
|----------------------------------|-------------------------------------|
| Document type | Agreement for sale of land |
| Execution date | 06 Aug 2021 |
| Dutiable amount | \$570,000.00 |
| Duty assessed | \$20,877.00 |
| Liable party names(s) | Willis Fund Pty Ltd (ACN 643294919) |
| Property ID(s) | D1261857/2 |
| Exemption type | |
| Related Duties Assessment Number | |
| Transfer Item Type | 1 x 18(2) |

Stamping details

| | | |
|--------------------------|----|--------------|
| Duties Assessment Number | | 10173067-001 |
| Document | | \$20,857.00 |
| No of duplicates | x1 | \$10.00 |
| No of transfers | x1 | \$10.00 |

Assessment details: TS on Agreement for sale of land

This duty statement is a summary of the transaction submitted to the Revenue NSW through Electronic Duties Return. This duty statement confirms that the transaction has been assessed by the Revenue NSW.

Scott Johnston

Chief Commissioner of State Revenue