

DATED

2018

CONNIE MARIA COLETTI

to

IVAN GAB PTY LTD (ACN 626 702 789)

CONTRACT OF SALE OF REAL ESTATE

Property: 28 Allied Drive, Tullamarine, Victoria 3043

BULLER MCLEOD PTY
Solicitors
14 Post Office Place
Glenroy Vic 3046

Tel: 03 9306 4000
Fax: 03 9300 2896
DX 94707 Glenroy
Ref: PWB:TA:183248

WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

Contract of Sale of Real Estate*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

Property address 28 Allied Drive, Tullamarine, Victoria 3043

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

- The terms of this contract are contained in the -
- particulars of sale; and
 - special conditions, if any; and
 - general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

- Purchasers should ensure that, prior to signing this contract, they have received -
- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
 - a copy of the full terms of this contract.

- The authority of a person signing -
- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties -

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

I.T. X [Signature]

on 28 / 08 / 2018

Print name(s) of person(s) signing:

IVAN GAB PTY LTD (ACN 626 702 789)

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR:

X [Signature]

on 28 / 08 / 2018

Print name(s) of person(s) signing:

CONNIE MARIA COLETTI

State nature of authority, if applicable:

The DAY OF SALE is the date by which both parties have signed this contract.

IMPORTANT NOTICE TO PURCHASERS

| | |
|--|---|
| <p>Cooling-off period (Section 31 of the <i>Sale of Land Act 1962</i>)</p> <p>You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.</p> <p>You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.</p> <p>You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.</p> | <p>EXCEPTIONS: The 3-day cooling-off period does not apply if:</p> <ul style="list-style-type: none">• you bought the property at or within 3 clear business days before or after a publicly advertised auction;• the property is used primarily for industrial or commercial purposes; or• the property is more than 20 hectares in size and is used primarily for farming; or• you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or• you are an estate agent or a corporate body. |
|--|---|

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Particulars of sale

Vendor's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Vendor

Connie Maria Coletti
60 Clare Boulevard, Greenvale, Victoria 3059

Vendor's legal practitioner or conveyancer

Purchaser

Ivan Gab Pty Ltd (ACN 626 702 789)
22 Aberdeen Avenue, Greenvale, Victoria 3059

Purchaser's legal practitioner or conveyancer

Name: Buller McLeod Pty
Address: 14 Post Office Place, Glenroy VIC 3046
PO Box 109, Glenroy VIC 3046
DX 94707 Glenroy
Email: pbuller@bullermcleod.com.au
Tel: 03 9306 4000 Mob: Fax: 03 9300 2896 Ref: PWB:TA:183248

Land (general conditions 3 and 9)

The land is described in the table below -

| Certificate of Title reference | being lot | on plan |
|--------------------------------|-----------|---------|
| Volume 10761 Folio 062 | 1 | 515334Y |

The land includes all improvements and fixtures.

Property address

The address of the land is: 28 Allied Drive, Tullamarine, Victoria 3043

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

Price \$242,000.00

Deposit NIL

Balance \$242,000.00 payable at settlement

GST (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words 'farming business' or 'going concern' in this box

If the margin scheme will be used to calculate GST then add the words 'margin scheme' in this box

Settlement (general condition 10)

is due within thirty (30) days of the day of sale

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are :

(*only complete the one that applies. Check tenancy agreement/lease before completing details)

Terms contract (general condition 23)

If this contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then add the words 'terms contract' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

Loan (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount

Approval date:

This contract does not include any special conditions unless the words 'special conditions' appear in this box

Special conditions