

ABN: 52 609 223 690
Level 2, 2-8 Langhorne Street, Dandenong VIC 3175
PHONE: (03) 9540 8184 FAX: (03) 9540 8403



Your Ref
Our Ref: SC:JM:20/1556
Direct Email: info@matconvey.com.au

6 March 2020

Mr H Schokman
Noah Schokman Holding Pty Ltd
7 Allegra Court
MURRUMBA DOWNS QLD 4503

Dear Hillary

Your Sale to Di Filippo
Property: Unit 6, 69 Clow Street, Dandenong

We refer to the above matter and confirm that we have now received the executed contract of sale for the above property.

The contract provides for a purchase price of \$320,000.00 and a deposit of \$32,000.00 is due to be paid on 10 March 2020. Settlement is due to be effected on 6 April 2020.

Section 27 of the Sale of Land Act provides a mechanism for releasing the deposit to you prior to the settlement date. We enclose a section 27 statement for your completion and return to our office. We will obtain the necessary information from your mortgagee, where applicable. Please note that the purchaser has 28 days from the date the section 27 statement is received in which to object to the deposit being released.

We note you have a mortgage with the Westpac Bank. Please complete the discharge form attached. If you require assistance with this please do not hesitate to contact our office. Further we ask that you provide a copy of the form once completed to enable our office to liaise with the bank for settlement purposes.

We note for our office to successfully complete settlement of your property in a timely manner we request that you provide the following information to our office, if you have not done so already:

1. Tax File numbers for each party on the title (if the property has sold over \$750,000.00) *sold Below this price*
2. Please provide your forwarding address as soon as possible.

*7 Allegra Court
Murrumba Downs, QLD,
4503*

This office has Professional Indemnity Insurance for Civil Liability
Sheree Corbyn is a Licenced Conveyancer under the Conveyancers Act 2006
Licence No.001062L
Member of the Australian Institute of Conveyancers (VIC Division) Inc.

Prior to settlement the purchaser's solicitors will send us a statement of adjustments apportioning rates and expenses between you and the purchaser. We will check with you that the details are correct. Please advise us of any receipt payments you have made.

Approximately 1 week before settlement we will be able to make settlement arrangements with your mortgagee and with the purchaser's solicitors. We will then let you know the time of settlement.

Under the contract of sale the purchaser has the right to arrange a final inspection within 7 days prior to settlement.

Once settlement has been effected we will call you, and at that time make arrangements to get settlement cheques to you, or confirm that they have been dispatched in accordance with your instructions.

We will notify the council, water authority and state revenue office of settlement, and send a final report to you with our account.

We will be in contact with you in the near future. Please do not hesitate to telephone if you have any queries in the meantime.

******PLEASE NOTE: Should you require a time to attend the office, please ensure you call the office to make a suitable appointment time. We cannot always guarantee to be available should you turn up without an appointment.**

Yours faithfully
Matilda Conveyancing Services Pty Ltd

Sheree Corbyn

Encl.

BALANCE OF FUNDS

Please complete this form to advise Matilda Conveyancing Services where you would like monies to be forwarded at the time of settlement and upon the release of deposit monies.

If you have not completed a surplus account on your discharge authority we ask that you complete the following option:

() Please deposit the balance of monies into the following account:

H & A Super Fund Account.
(NAME ON BANK ACCOUNT)

Dutchwyche (Westpac)
(BANK WHERE ACCOUNT HELD)

034 059
(BSB)

404 726
(ACCOUNT NUMBER)

- If you do not complete and return this form prior to settlement a bank cheque made payable to you will be available for collection after 11am the next business day after settlement from our office.

X 
(SIGNATURE)

9/3/2020
(DATE)

Please provide your forwarding address:

7 Allegria Court
Murrumbidgee Downs
4503

NF.

**DEPOSIT STATEMENT TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT 1962 ("the Act")**

VENDOR: Noah Schokman Holding Pty Ltd

PROPERTY: Unit 6, 69 Clow Street, Dandenong VIC 3175

1. Particulars of the Mortgage(s) to which the Property is ~~now~~ subject:
- 1.1 \$ _____ is the amount secured by the mortgage.
\$ _____ instalments must be paid at _____ intervals.
\$ _____ is the amount now required to discharge the mortgage (as defined in the Act), which amount includes any outstanding rates, taxes or charges due to any statutory body, or any other charge or lien for money or monies worth.
- 1.2 The mortgage does not provide for further advance(s).
- 1.3 _____% p.a. is the lower rate of interest payable under the Mortgage (and default rate is _____% p.a.).
- 1.4 _____ the date by which amount secured by the Mortgage is to be repaid (unless the lender demands early repayment upon any breach of its conditions).
- 1.5 The Vendor is not in default under the Mortgage.
- 1.6 The Mortgage lender is Westpac - Sale of .
- 1.7 The Mortgage lender has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.
2. There is no caveat lodged against the title to the Property under the Transfer of Land Act 1958.

DATE OF THIS STATEMENT: / / 2020

Signature of the Vendor _____

ACKNOWLEDGMENT OF RECEIPT OF INFORMATION

The Purchaser hereby acknowledges receipt of a copy of this Statement.

DATE OF RECEIPT: / / 2020

Signature of the Purchaser _____

RELEASE OF THE DEPOSIT BY THE PURCHASER

1. The Purchaser is satisfied that:
 - (a) the above particulars provided by the Vendor is accurate.
 - (b) the particulars indicate that the purchase price is sufficient to discharge all mortgages over the Property.
 - (c) the contract is not subject to any condition enuring for the benefit of the Purchaser.
2. The Purchaser is deemed to have accepted title.

DATE OF THIS RELEASE: / /2020

Signature of the Purchaser



Request to Release/Substitute Security (Only for Business Loans).

SECTION A - CUSTOMER DETAILS (COMPLETE FOR ALL DISCHARGES).

Primary Z number/Customer Number (If Known) 555 14 950

Customer(s) Name (if company, include the ACN number) Noah Schokman Holdings Pty Ltd ABN/ARBN/ACN 619 072 687

Customer(s) Name (if company, include the ACN number) ABN/ARBN/ACN

Customer(s) Name (if company, include the ACN number) ABN/ARBN/ACN

Customer(s) Name (if company, include the ACN number) ABN/ARBN/ACN

I/We request the Bank to arrange for the release of any security the Bank holds over the following property/assets. Provide details of the property address including TITLE REFERENCE NUMBER (if available)/description of assets (other security):

Address/Asset Description 6, 69 Clow St, Dandenong, VIC 3175 Title Reference Number (if available)

New address/Address after settlement (If applicable) 7 Allegra Court, Murrumbidgee Downs, QLD 4053

SECTION B - COMPLETE ONLY IF PROPERTY SOLD OR LOANS REFINANCED OR SUBSTITUTE SECURITY OFFERED.

Please hand release of security documents to (tick ✓ one option):

Solicitor/Agent (if property sold)
 Solicitor/Agent's name and reference Matilda Conveyancing Services
 Solicitor/Agent's phone no. (03) 9540 8184 Anticipated settlement date in terms of Contract of Sale 6/4/2020
 Contract of Sale Price 320,000.00

OR
 Refinancier (if loans refinanced)
 Financial Institution (include branch name)
 Contact name/Reference number
 Contact phone number

The Bank's security will only be released upon receipt of sufficient funds in cash or cheque drawn by any bank, building society, credit union or special services provider on itself (i.e. Financial Institution Cheque), to be distributed as follows:

Sufficient monies to clear/reduce all debts in the following accounts:

(Note: Provision must also be made for any contingent liabilities such as Bills, Corporate/Credit Cards, Trade Finance, Bankers Undertaking, etc. supported by the above security over the property/assets).

BRANCH/BSB NUMBER	ACCOUNT/CARD NUMBER	PRODUCT TYPE	REDUCE DEBT TO	REDUCE LIMIT TO	CLOSE ACCOUNT (TICK ONE)
			\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
			\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
			\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

Are there any periodical payments/debits to your loan account/s requiring cancellation?

No

Yes Advise details of the account from which payment is made.

BSB number

Account number

Surplus funds to be distributed as follows:

Credit Westpac account ▶

OR

Pay by Bank Cheque in my/our favour ▶

Send to Address

(Non-Settlement) Only ▶

ACCOUNT NAME	BRANCH/BSB NUMBER	ACCOUNT NUMBER	AMOUNT
			\$
			\$

OR Substitute Security.

Existing security property has been sold and substitute security is being offered.

Value of substitute security

\$

Provide details of the property address including TITLE REFERENCE NUMBER (if available)/description of assets (other security):

Address/Asset Description

Title Reference Number (if available)

If the new security is acceptable to the Bank, the replacement mortgage will become effective when the Bank gives a discharge of the mortgage over the existing security property, the terms and conditions of your loan will then be automatically varied so that reference to this security are to the mortgage over the new security.

SECTION C - COMPLETE ONLY IF LOAN/S REPAID IN FULL.

Details of loan account/s repaid in full:

BSB: 034 059 A/c no: 472788

BSB: A/c no:

In some circumstances additional charges may apply in terms of your loan contract, for example, early repayment fee, fixed rate prepayment costs. If applicable, these charges will need to be paid before the security may be released.

I/We request the Bank to prepare a discharge of mortgage over the property or a release of security interest over an asset described in Section A and lodge documentation for registration with the relevant government department.

Is the registration of discharge required to be done by the Bank? Yes No

(Please tick Yes where the property to release is in New South Wales, Victoria, South Australia, Western Australia or South Australia)

Forward documents to:

Branch/Business unit name

To be collected by

Kippa-ring (QLD)

Hillary Schokma

Note: The Title Deed will not be released if the Bank is on notice of another mortgage registered on title.

Brisbane.

SECTION D - COMPLETE FOR ALL DISCHARGES (WHERE APPROPRIATE).

Fees and charges applicable.

<input type="checkbox"/>	\$	Settlement fee (<i>Section B only</i>)
<input type="checkbox"/>	\$	Portability fee
<input type="checkbox"/>	\$	Stamp Duty (<i>Collateral</i>)
<input type="checkbox"/>	\$	Switching fee
<input type="checkbox"/>	\$	Document handling fee (<i>Section C only</i>)
<input type="checkbox"/>	\$	Title Office Registration fee (<i>Section C only and Section B for WA</i>)
<input type="checkbox"/>	\$	Loan early repayment fee (<i>the Bank will provide an estimate of any additional fees payable prior to the release of security</i>)
<input type="checkbox"/>	\$	Fixed rate pre-payment costs
<input type="checkbox"/>	\$	Other - specify > <input type="text"/>

Method of Payment (tick \checkmark one option):

Collect from monies received at settlement

Bank cheque attached for total fees

Debit my/our account:

Account name	Branch
<input type="text"/>	<input type="text"/>
BSB number	Account number
<input type="text"/>	<input type="text"/>

SECTION E - COMPLETE FOR ALL DISCHARGES.

Authorisation - To be signed by all mortgagors, security grantors or grantors of the property to be released and borrowers as applicable.

Name (<i>Individual Mortgagor/Borrower</i>)	Signature
Hillary Stuart Schokman	X
Allawa Lee Schokman	X
	X

Signed for and on behalf of (*Company Mortgagor/Borrower*) (Include Trust Capacity if applicable)

Name (<i>in full</i>)	Position Held	Signature
Hillary Stuart Schokman	Director	X
		X
		X

WARNING: THIS IS A VERY IMPORTANT DOCUMENT

➤ **You should see your own Lawyer and Financial Adviser before signing it**

I/We agree to the above release and acknowledge that I am still liable for the amount of the guaranteed secured money now and in the future.

Name (Individual Guarantor)

Signature

For and on behalf of (Company Guarantor) (Include Trust Capacity if applicable)

Name (In Full)

Position Held

Signature

Name (In Full)

Position Held

Signature

For and on behalf of (Company Guarantor) (Include Trust Capacity if applicable)

Name (In Full)

Position held

Signature

Name (In Full)

Position held

Signature

COMPLETE THIS SECTION (IF THE BELOW INFORMATION IS NOT KNOWN, PLEASE CONTACT YOUR NEAREST WESTPAC BRANCH TO FORWARD THIS FORM TO LOAN CENTRE).

Manager number

Manager BSB

Business Unit name

Contact Name

Phone Number

Fax Number

Date

Please read carefully before completing form and handing to customer

Section A : Complete for all discharges.

- Mandatory Section - tick and complete as applicable.
Please quote customer 'Z' number for TB Loans or 'Origination System (OS)' number for MSS loans.

Section B : Complete only if property sold or loans refinanced or substitute security offered.

- Complete solicitor/agent OR refinancier details.
- Complete relevant details in section to allow for distribution of funds to clear loan account/s and surplus funds to be credited to your bank account, or by bank cheque.

Section C : Complete only if loan/s repaid in full.

- Complete full bank/state/branch (i.e. X3X-XXX) and loan account details as applicable.
- Complete branch and name of collector/s as applicable - Loans Centre/MC will forward documents to nominated branch for collection and advise customer direct that the documents have been dispatched.
- Registration for discharge of New South Wales, Victorian, South Australian or West Australian property must be completed by the Bank.

Section D : Complete for all discharges.

- Mandatory section - tick and complete as applicable.
NB: All fees must be completed and advised to customer/s before form is signed. Please ensure that additional fees as per schedule (e.g. S.A., early repayments or where a 2nd mortgage or security interest is held and additional fees apply) are specifically detailed in relevant panel before customer signs.
- Signature authorisation in this section by all parties is mandatory. Where a company is concerned, authorisation must be signed 'For and on behalf of' the company.
Where surety/s consent is required refer LARB 53.026.
- Tick appropriate section relating to PPs/PD-C authorities held on your accounts (only) requiring cancellation.
NB: We are unable to arrange cancellation of periodical payments/debits from accounts held at other banks - please advise customer to arrange their cancellation.

Section E : Complete only when Thrd Party or Guarantor Consents are required.

- Signature authorisation in this section by all parties is mandatory. Where a company is concerned, authorisation must be signed 'for and on behalf of' the Company.
NB: In the event that the total sale proceeds are not being directed to the loan account, a copy of the RRS should be posted direct to each Third Party or Guarantor. In such cases, the Bank should not entrust the customer or a co-guarantor to act as the Bank's 'agent' to procure the signature of the third party/guarantor.

Bank Use only : Account Manager to complete.

- Special Instructions:
Complete for unusual requests where format does not explain customer's request clearly
OR provide details on alternate account posting authorities/periodic fee charging where applicable
OR details of partial releases.
IF SPACE IN THIS SECTION IS INSUFFICIENT, PLEASE ATTACH ADDITIONAL DETAILS.
- Checklist: All sections here must be completed accordingly for all full or partial releases.
NB: Incorrect/incomplete forms will be returned by the Loan Centre/MC for correction.
- Branch/Relationship Manager to sign and complete details where indicated. Credit Centre approval to be obtained.
- Where a debt remains and the loan repayment amount is to be changed (new amount to be shown alongside 'Repayment amount to be adjusted to'), please ensure all necessary documentation is completed e.g. periodical payment authority.

Important - ensure that all applicable fee details have been inserted prior to customer being requested to sign.

BANK USE ONLY - ACCOUNT MANAGER/RESPONSIBLE OFFICER TO COMPLETE.

Checklist (complete/delete as appropriate)

Type of release	Partial	Full
Remaining direct/contingent liabilities will be	\$	Nil
Third Party or Guarantor security	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the Bank on notice of a subsequent security interest/mortgage?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does early repayment fee or any other additional-fee apply?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Repayment amount to be adjusted to	\$	N/A
Pricing approval held (If applicable)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> NA
PP cancellation processed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> NA
Unused cheques collected from customer? (refer Customer Account Manual Section 3)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> NA
Value for unrepresented cheques has been included in the settlement proceeds?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> NA
Customer provided with signed copy of RRS (if applicable, substitute security and/or limit/repayments reduced)	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> NA
Is loan part of Premier Advantage Package?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, form which Accounts is Annual Package Fee paid?	BSB Account no.	
If yes, is this the last loan in the package?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, Annual Package Fee >PROF) removed from Transaction Account?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Special Instructions (if required)

Release approved by:

- All necessary requests, consents and authorities have been obtained in writing from parties concerned.
- Release is within my CAL authority, or the higher level authority attached (refer Business Credit manual AP5).
- Any direct and/or contingent liabilities remaining after this release are considered safe and adequately secured so as to comply with current lending policy.
- Matter is in order for execution by an attorney.
- Account/s listed in Sections B and C have been verified as the only accounts subject to clearance or reduction from this transaction.

Name

Signature

X

Position

Date

/ /

Credit Manager's approval

Signature

X