

DATED

2020

NOAH SCHOKMAN HOLDING PTY LTD ACN 619072687

to

CONTRACT OF SALE OF REAL ESTATE

Property: Unit 6, 69 Clow Street, Dandenong VIC

**Matilda Conveyancing Services Pty Ltd
Licensed Conveyancers**

Level 2
2-8 Langhorne Street
DANDENONG VIC 3175

Tel: (03) 9540 8184
Fax: (03) 9540 8403
Ref: SC:JM:20/1556

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CONTRACT OF SALE OF REAL ESTATE

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Address: UNIT 6, 69 CLOW STREET, DANDENONG VIC 3175

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.

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 Sale of Land Act 1962)

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.

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. 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.

EXCEPTIONS the 3-day cooling-off period does not apply if:

- You bought the property at or within 3 clear business days before or after a publicly advertised auction; or
- 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 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.

NOTICE TO PURCHASER OF PROPERTY 'OFF THE PLAN'

You are notified under section 9AA(1A) of the Sale of Land Act 1962, that:

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10% 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 this contract of sale and the day on which you become the registered proprietor.

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 that is 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 an 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

Giuseppe Di Filippo
GIUSEPPE DI FILIPPO & OR NOMINEE on 4.10.2020

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

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')
This offer will lapse unless accepted within [] clear business days (3 business days if none specified).

SIGNED BY THE VENDOR

Noah Schokman
Noah Schokman Holding Pty Ltd ACN 619072687 on 3.10.2020

Print name of person signing

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')
The DAY OF SALE is the date by which both parties have signed this contract. Director

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Ray White Dandenong
20 Langhorne Street, Dandenong VIC 3175
Tel: 9793 4833 Fax:
Ref: Ben Jusufi Email: ben.jusufi@raywhite.com

VENDOR

Noah Schokman Holding Pty Ltd ACN 619072687
of: 7 Allegra Court, Murrumba Downs QLD 4503

VENDOR'S CONVEYANCER OR LEGAL PRACTITIONER

MATILDA CONVEYANCING SERVICES PTY LTD
of Level 2, 2-8 Langhorne Street, Dandenong VIC 3175
Tel: (03) 9540 8184 Fax: (03) 9540 8403
Ref: Sheree Corbyn Email: info@matconvey.com.au

PURCHASER

GIUSEPPE DI FILIPPO
of: **139 SIEBECK RD ROWVILLE**

PURCHASER'S CONVEYANCER OR LEGAL PRACTITIONER

of:
Tel: Fax:
Ref: Email:

PROPERTY ADDRESS

The address of the property is Unit 6, 69 Clow Street, Dandenong VIC 3175

LAND (General Conditions 3)

The land is --
Described in the table below -

Certificate of Title reference	being lot	on plan
Volume 11612 Folio 456	6	PS710128P
Volume Folio		

OR
described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement, if no folio or land description references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

GOODS SOLD WITH THE LAND

(General Condition 2.2(f))

(List or attach a Schedule)

PAYMENT

(General Condition 10)

Price \$ 320,000 S.D.
Deposit \$ 32,000 10
BY 7/03/20 (of which \$ 1,000 has been paid)
Balance \$ 288,000 payable at settlement

L

J.D.

GST (General Condition 13)

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

If this is a sale of a 'farming business' or '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

GST – RESIDENTIAL WITHHOLDING PAYMENT

If the property being sold is *new residential premises* or *potential residential land* and the Vendor is making a taxable supply, then Special Condition 8 applies.

Irrespective of whether or not the property is *new residential premises* or *potential residential land*, the vendor must give the purchaser a Notice pursuant to S.14-555 of Schedule 1 to the **Taxation Administration Act 1953 (Cth)** (see template attached).

SETTLEMENT

(General Condition 10)

is due on 6 04 / 20 20

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)

SUBJECT TO LEASE

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:

Tenant is on a month-to-month private lease with vendor.

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:

LOAN

(General Condition 14)

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

Lender:

Loan amount: \$

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

J.D.

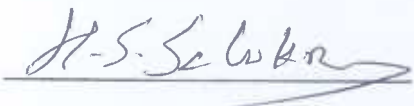
Vendor Statement



The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	UNIT 6, 69 CLOW STREET, DANDENONG VIC 3175
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Vendor's name	Noah Schokman Holding Pty Ltd ACN 619072687	Date	2/3/2020
Vendor's signature			

Purchaser's name	GIUSEPPE DI FILIPPO & DENOMINEE	Date	04/03/2020
Purchaser's signature			
Purchaser's name		Date	1/1
Purchaser's signature			

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed: \$4,600.00

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

Not Applicable

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

Not Applicable

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

- | | |
|-----------------------------------|---|
| (a) Name of planning scheme | City of Greater Dandenong Planning Scheme |
| (b) Name of responsible authority | City of Greater Dandenong |
| (c) Zoning of the land | Residential Growth Zone |

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:20/1556
Direct Email: info@matconvey.com.au

6 April 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 confirm that settlement has been arranged as follows:

Settlement date: 6 April 2020
Settlement time: 12 noon
Settlement venue: PEXA

Please note you are not required to attend settlement as our office will attend on your behalf.

Please ensure that the property is vacated and the keys delivered to the agent prior to the time appointed for settlement.

Please find enclosed statement of adjustments and settlement statement from which you should note:

1. Council and water rates have been adjusted;
2. There is land tax owing to 31 December 2020, and no adjustment was required;
3. An allowance was made for the registration fee on discharge of your existing mortgage;
4. Following settlement the agent will forward to you the deposit less their commission and expenses; and
5. The proceeds of funds will be transferred into your nominated account as instructed.

Please advise our office of your new address as from the date of settlement as soon as possible.

The purchaser is entitled to carry out a final inspection in the 7 days prior to settlement. The agent will arrange this.

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.

We thank you for entrusting Matilda Conveyancing Services to act on your behalf. We hope we have been able to exceed your expectations and ask that you take the time to provide feedback by email or on our web page www.matconvey.com.au. Word of mouth is the best recommendation we can receive and ask that you let your family & friends know about the quality service we have provided.

If you have any further queries please do not hesitate to contact our office at any time.

Yours faithfully
Matilda Conveyancing Services Pty Ltd

Sheree Corbyn

Encl.

**DI FILIPPO FROM NOAH SCHOKMAN HOLDING PTY LTD
PROPERTY: UNIT 6, 69 CLOW STREET, DANDENONG VIC 3175**

STATEMENT OF ADJUSTMENTS

**DATE OF ADJUSTMENT: 6/04/2020
DATE OF SETTLEMENT: 6/04/2020**

	VENDOR	PURCHASER
Rates, Charges & Levies		
City of Greater Dandenong - \$624.43 Annually Paid to 30/06/2020 Purchaser allows 85 days		\$145.02
Drainage		
South East Water - \$25.52 Quarterly Paid to 30/06/2020 Purchaser allows 85 days		\$23.84
Parks & Gardens		
South East Water - \$79.02 Annually Paid to 30/06/2020 Purchaser allows 85 days		\$18.35
Water Service Charge		
South East Water - \$29.18 Quarterly Paid to 30/06/2020 Purchaser allows 85 days		\$27.26
Sewerage Service Charge		
South East Water - \$91.67 Quarterly Paid to 30/06/2020 Purchaser allows 85 days		\$85.63
Registration Fees		
Vendor allows 1 x Discharge of Mortgage @ \$110.80	\$110.80	
Owners Corporation Fees		
Owners Corp - \$696.67 from 1/02/2020 Paid to 30/04/2020 Purchaser allows 24 days		\$185.78
	\$110.80	\$485.88
Less Vendor's Proportion		\$110.80
PURCHASER TO PAY VENDOR		\$375.08

SETTLEMENT STATEMENT

Purchase Price:	\$320,000.00
Less Deposit Paid:	\$32,000.00
Balance:	\$288,000.00
Plus adjustments:	\$375.08
BALANCE DUE TO VENDOR:	\$288,375.08

**DI FILIPPO FROM NOAH SCHOKMAN HOLDING PTY LTD
PROPERTY: UNIT 6, 69 CLOW STREET, DANDENONG VIC 3175**

SETTLEMENT PAYMENTS

City of Greater Dandenong	\$157.28
South East Water	\$146.37
State Revenue Office	\$127.00
PEXA Fee	\$114.07
Matilda Conveyancing Services	\$975.04
Balance to be advised	\$286,855.32
TOTAL PAYMENTS:	\$288,375.08

Prepared on: **3 April 2020**

By: **Matilda Conveyancing Services Pty Ltd**

Our Ref: **SC:20/1556**

E. & O. E.

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:20/1556
Direct Email: info@matconvey.com.au

3 April 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

Professional Fees

Date	Description	Amount	GST
03/04/2020	To our professional costs for acting for you in relation to the abovementioned sale. Professionals costs include: opening file, contract preparation and review, attending settlement etc.	\$750.00	
03/04/2020	Disbursements – Certificates	\$136.40	
		\$886.40	

Amount	GST	Less amount paid	
\$886.40	88.64	-\$0.00	\$975.04

We confirm payment of your account has been drawn from the funds at settlement.

Thank you for choosing Matilda Conveyancing Services to act on your behalf.

Yours faithfully
Matilda Conveyancing Services Pty Ltd

Sheree Corbyn

Encl.

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.