

The  
1964  
Copyright  
Contract of Sale

REVISED JULY '80

# Contract of Sale of Land

Copyright No. 64898

Vendor's Agent (if any). I/We the undersigned

of

If no agent strike out "Agent for".

Agents for (Vendor's name)—

KENNETH RAYMOND BUCHANAN

If more than one Vendor supply the particulars as to each.

and

YVONNE RAE BUCHANAN

of (Vendor's address)—

(Vendor's description)—

both formerly of Lot 1 Yea Road Humevale  
and 49 Mitchell Street Kyneton but now  
of Melville Drive Woodleigh Heights  
Estate Kyneton  
Television Technician and Married Woman

Purchaser.

hereby acknowledge that I/We have this day sold upon the terms hereinafter contained to

WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD. (formerly  
Twelfth Monelux Pty. Ltd.) of 68 Piper Street Kyneton

Particulars.

All that piece of land being Lots 28, 33, 37 and 39 on Cluster Plan  
Number 1134 and being the land comprised in Certificates of  
Title Volume 9171 Folios 714, 719, 723 and 725

House or rights  
of way, etc.

Together with all buildings and improvements thereon being the premises known as

and the following chattels on the premises (the value of

which is agreed to be

and is included in the price mentioned below) namely

Tenancies,  
leases,  
mortgages,  
easements,  
etc. (if any).

Subject to any easements pursuant to Section 98 of the Transfer of  
Land Act or Section 20 of the Cluster Titles Act and any encumbrance  
for the time being affecting the common property existing under and  
by virtue of any instrument, a memorandum whereof has been entered  
on the said registered plan.

Price.

for the sum of SIXTY SIX THOUSAND DOLLARS (\$66,000.00) and the issue  
to the vendors of 60000 units in Woodleigh Heights Resort  
Developments Unit Trust.

The "1964 Copyright Conditions of Sale" and the special conditions (if any) endorsed hereon or  
annexed hereto shall form part of this contract.

And I/we the abovenamed and undersigned purchaser hereby acknowledge that I/we have this day bought the said land for the said sum which I/we agree to pay as follows :—

(a) a deposit of **The issue to the vendors of the said units**

Delete as appropriate.

(b) the residue { as follows :—  
as set out in Special Condition 4. **The sum of \$66,000.00 on the**

**1st April 1982**

*[Signature]*

Rate of interest (if any); time of commencement and when payable.

and I/we agree to pay interest on **the said sum of \$66,000.00 calculated month from 12/8/1981 at the rate of 1% per month and payable on 1/4/1982**

If the land is sold under a terms contract and is subject to mortgage retain this clause.

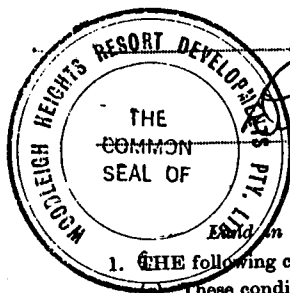
The land sold is subject to mortgage(s) relating only to that land and particulars of which are set out in the Schedule hereto. The consideration for this Sale shall be satisfied, to the extent of any mortgage money owing at the date upon which the purchaser is entitled to possession or receipt of the rents and profits of the land sold, by the purchaser assuming as from that date the obligations of the mortgagor(s) under the mortgage(s). Any payments made by the purchaser pursuant to the obligations so assumed shall be taken into account by the vendor as payments made by the purchaser to him under this contract.

Care should be taken to ensure that any terms above stated are consistent with those of the mortgages.

All moneys falling due under this Contract may be paid to the *within-named Vendor(s)* or to

**Palmer, Stevens & Rennick Solicitors 8 Jennings St., Kyneton 34.**

Dated this **12<sup>th</sup>** day of **August** **1982**



*[Signature]* { VENDOR(S)  
OR AGENT.

*[Signature]* PURCHASER/S.

**The 1984 COPYRIGHT CONDITIONS OF SALE**

*Land in Victoria whether or not under the operation of the Transfer of Land Act.*

Copyright No. 64898.

1. THE following conditions shall apply to this contract, namely :—
  - (a) These conditions of sale ;
  - (b) Any special conditions written below which so far as inconsistent with these conditions shall modify or exclude them ;
  - (c) If and so far as the contract relates to land under the Transfer of Land Acts the conditions of Table A of the Seventh Schedule to the Transfer of Land Act 1958 save those excluded below ;
  - (d) If and so far as the contract relates to land not under the operation of the Transfer of Land Acts :—  
the conditions of sale in the Third Schedule to the Property Law Act 1958 save those excluded below.
2. Conditions 4, 5, 6, and 7 of the said Table A and of the said Third Schedule shall not apply to this contract and the next following three conditions shall apply in lieu thereof.
3. If the purchaser defaults for more than seven days in payment of the purchase money or any part of it or of any interest thereon or any other moneys payable to the vendor under this contract he shall if the vendor in writing so demands pay interest at the rate of nine per cent per annum (and, if any interest rate is named in this contract, in lieu thereof) on the amount in default from the time it fell due until the default ceases without prejudice however to the vendor's rights under condition (4) hereof or under condition (5) to include that or any other default in a notice to the purchaser as described in the lastmentioned condition and to exercise his rights and remedies there mentioned upon the purchaser's failure to comply with the notice.
4. If the purchaser defaults in payment of any part of the purchase moneys or interest or other moneys payable hereunder or in the performance or observance of any condition applicable to this contract and if after fourteen days' notice in writing specifying the default has been given by the vendor to him to remedy the default it still continues the whole of the purchase money and other moneys owing or for the time being remaining unpaid under the contract shall notwithstanding anything herein and without prejudice to any other rights of the vendor at his option become immediately payable and recoverable.
5. (1) Time shall be of the essence of this contract in all respects but the liberty of either party to enforce any rights or remedies hereunder or at common law (other than any given to the vendor by conditions 3 and 4 or his right to sue for any moneys already fallen due) arising out of the default of the other in performing or observing any of the conditions of this contract shall be restricted as follows :—  
Neither party shall be obliged to enforce any of the said rights and remedies other than those excepted above unless a written notice specifying the default and stating his intention to enforce his rights is made good and the proper legal costs occasioned by it to the party giving notice, both within a period of not less than fourteen days from the date of the giving of

SPECIAL CONDITIONS

1. Conditions 3, 10 and 11 of Table "A" of the Seventh Schedule to the Transfer of Land Act 1958 shall not apply to this Contract. The reference to "the said land" or to "the land hereby sold" in the Conditions of the said Table "A" which apply to this Contract and in this Contract shall wherever applicable unless repugnant to or excluded by the context be deemed to mean and include the said Lot or hereby sold and the interest in the common property referable thereto.
2. The vendor covenants with the purchaser that he will not prior to completion cast any vote in favour of any resolution at any meeting of the Body Corporate to make any alteration to the By-Laws of the Body Corporate or to dispose by grant lease or other means of alienation of any rights over the common property without the consent of the purchaser.
3. The purchaser acknowledges that the land is sold and that it will take title subject to the provisions of the Cluster Titles Act 1974 and to:-
  - (i) the Unit entitlement and Unit liability as set out in the said Plan of Subdivision
  - (ii) the By-Laws of the Body Corporate
  - (iii) the encumbrances set out on the face of or endorsed upon the Certificate of Title to issue from the said Cluster Plan of Subdivision.
4. All rates, taxes (including State Land Tax) assessments and insurance premiums payable in respect of the Unit hereby sold and the charges and contributions paid or payable to or on behalf of the Body Corporate by the vendor in respect thereof shall be borne and paid by the purchaser as and from the date upon which the purchaser becomes entitled to possession or receipt of the rents and profits. The same shall, if necessary, be apportioned between the vendor and the purchaser and where such are calculated on an area greater than the Unit hereby agreed to be sold the Purchaser shall bear a proportion being the same as the proportion the Unit liability of the Unit bears to the total unit liability on the Plan of Cluster Subdivision. Rental (if any) shall also be apportioned on the same date and the balance paid or received as the case may require.
5. The purchaser shall have options to purchase any or all of Lots 1 to 27 inclusive and Lots 34 and 35 on the said Cluster Plan at a price of \$30,000.00 per Lot. If the said Lot shall be redeveloped then such options shall

apply to the land into which it is redeveloped. Any such option shall be exercised by notice in writing to the vendors before a date 12 months after the date of settlement of this Contract. In the event of the purchaser exercising any option pursuant to this Clause the time for exercising the options over the balance of the land shall be extended for a further 12 months but at a price of \$33,000.00 per Lot.

6. The rate of interest referred to in Condition 4 of the said Table "A" shall be thirteen per cent per annum in lieu of eight per cent per annum. Such interest shall be computed from the date due herein provided for the payment of any money in respect of which interest is chargeable under the said Condition 4 until such moneys are paid and shall be payable by the purchaser to the vendor upon demand without the necessity for any notice in writing whether under Condition 6 of the said Table "A" or otherwise.

- The exercise of the vendors rights hereunder shall be without prejudice to any other rights powers and remedies of the vendor under this Contract or otherwise.
7. The purchaser shall pay to the vendor all costs charges and expenses incurred by the vendor in the exercise of any rights of the vendor arising out of any default of the purchasers under any condition expressed or implied herein and any default in respect of which such rights are exercised shall be deemed not to have been remedied unless and until such payment is made. Time shall remain of the essence of this Contract notwithstanding any waiver given or indulgence granted by the vendor to the purchaser.

8. As from the date upon which the purchaser is entitled to possession or receipt of the rents and profits hereunder the purchaser agrees to be bound by the By-Laws of the Body Corporate and covenants as a separate covenant with the vendor to observe and comply with the same as if he were a member of the Body Corporate (whether or not such Body Corporate is a legal entity) until he becomes a registered proprietor of the Unit or Units hereby sold.

9. The vendors shall lodge a plan of redevelopment of the said Cluster Plan sealed by the Shire of Kyneton on the 30th March 1981 and the purchaser shall consent to the registration of such redevelopment. The vendors shall at their expense do all acts matters and things which may be necessary or expedient to ensure approval by the Registrar of Titles to such redevelopment.

(2) If the notice also states that unless the default is so remedied and the costs paid the contract will be rescinded pursuant to this sub-clause, then if the default is not remedied and the costs paid within the said period—

- (a) the contract shall become rescinded upon the expiry of the period
- (b) if the notice was given by the purchaser he shall be entitled to a return of his deposit and to recover any other money or damages to which he may be entitled at law or in equity
- (c) If the notice was given by the vendor he may—
  - (i) forfeit the deposit money paid and
  - (ii) proceed to take or recover possession of the land sold and within a reasonable time thereafter
  - (iii) exercise the option which is hereby given to him either : to retain the land sold and sue the purchaser for damages for breach of contract and pending the determination of the amount of those damages to retain all instalments of purchase money and interest paid or: to resell the said land by public auction or private contract in which event any deficiency between the price payable hereunder and that contracted to be paid by the purchaser upon that re-sale plus the vendor's costs and expenses of the re-sale and those occasioned by the default specified in the notice shall upon demand be paid to him by the present purchaser as liquidated damages. The vendor exercising this right of re-sale shall be entitled to retain, pending re-sale any instalments of purchase money and any interest paid to him and upon re-sale apply them in or towards satisfaction of those damages and it shall not be necessary for him before re-sale to tender a transfer or conveyance to the purchaser. A re-sale shall be deemed to have been made when an enforceable contract between the parties has been exchanged.

6. The purchaser shall be entitled to vacant possession of the land sold or (if the land is sold subject to the rights of any tenant or other occupier) to the rents and profits thereof upon acceptance of title and payment in full of the

Delete whichever is appropriate.

{ deposit money  
purchase money  
purchase money, costs, stamp duty and fees mentioned in Special Condition 4.

7. If the time for performing any obligation hereunder expires on a Saturday, a Sunday or a day appointed by or under the Bank Holidays Act 1958 as a holiday for the whole day in the place where the obligation is to be performed then the time for performing the obligation shall be deemed to be extended until the next following day which is not one of those abovementioned.

8. The purchaser attorns tenant to the vendor of the land sold from \_\_\_\_\_ to \_\_\_\_\_ commencing on the date the purchaser becomes entitled to possession hereunder at a rent equivalent to the interest and instalments (if any) to be paid under this contract during a like period. Punctual payment of the interest and instalments (if any) shall be treated as payment of the rent. If the purchaser defaults for more than seven days in paying the rent or in performing and observing any obligation under this contract then or at any time thereafter while default continues and although no legal or formal demand for rent has been made the vendor upon leaving not less than Fourteen days' previous notice on the land sold or with the purchaser may determine the tenancy hereby created and on the expiry of the said notice may recover possession of the said land under the provisions of the Landlord and Tenant Acts then in force or otherwise as the law permits.

9. The word "premium" wherever appearing in Condition 11 (a) of the said Table A shall be read so as to include any stamp duty payable in respect of the premium.

### SPECIAL CONDITIONS

1. The purchaser admits that the land as offered for sale and inspected by him is identical with that described in the title particulars given above. He shall not make any requisition or claim any compensation for any alleged misdescription of the land or deficiency in its area or measurements or call upon the Vendor to amend title or to bear all or any part of the cost of doing so. Condition 3 of the said Table "A" and of the said Third Schedule shall not apply to this Contract.

2. The purchaser buys subject to any restrictions imposed by and to the provisions of the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes.

3. The property in any chattels sold by this Contract shall not pass to the purchaser until

Complete as desired.

4. After payment of the deposit the residue of purchase money shall be paid on or before the expiration of \_\_\_\_\_ days after the date hereof by the purchasers taking a transfer or conveyance from the vendor of the land sold and simultaneously giving the vendor a first mortgage of the land to secure that residue as money notionally lent by the vendor to him. The mortgage shall be prepared by the vendor's solicitors at the purchaser's cost and shall contain all such clauses as are reasonable and proper to be inserted in mortgages of similar type according to good conveyancing practice in Victoria. The purchaser shall when so paying the residue deliver to the vendor or his solicitors the duly executed transfer or conveyance and mortgage together with the vendor's costs as mortgagees and stamp duty and registration fees payable upon the documents. The terms of the mortgage as to payments shall be as follows—

5. \*The property sold includes a dwelling house the construction of which was commenced on or after 15th October 1974 and in respect thereof :—

† (a) (i) there is in force an approved indemnity being :—

‡ a guarantee given by \$ \_\_\_\_\_

OR

‡ an approved insurance policy issued by || \_\_\_\_\_

on \_\_\_\_\_ (Insert date)

(ii) ¶ a certificate of occupancy was issued on \_\_\_\_\_ (Insert date)

OR

¶ a certificate of occupancy has not been issued.

† (b) there is not in force an approved indemnity.

Delete clause if not applicable, either because construction commenced before 15th October 1974 or because a certificate of occupancy issued more than six years before the date of this contract.  
Delete (a) or (b) according to whether approved indemnity in force.  
Delete whichever is inappropriate.  
Insert name of approved guarantor.  
Insert name of approved insurer.  
Delete whichever is inappropriate.

DATED

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VENDOR : K.R. &amp; Y.R. Buchanan

PURCHASER : Woodleigh Heights Resort  
Developments Pty. Ltd.

PROPERTY SITUATED :

**Contract of Sale of Land**

VENDOR'S SOLICITORS :

Palmer, Stevens & Rennick  
8 Jennings Street,  
KYNEDON 3444

TELEPHONE NO. : 321 500

PURCHASER'S SOLICITORS :

as above

TELEPHONE NO. :

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## SCHEDULE

**PARTICULARS OF MORTGAGE RELATING TO THE LAND SOLD**

Mortgage Registered No. \_\_\_\_\_

- (a) The amount secured by the mortgage is \_\_\_\_\_
- (b) The mortgage <sup>\*does not provide for further advances by the mortgagee.</sup>  
<sup>\*provides for further advances as follows :—</sup>  
 †
- (c) The rate of interest presently payable under the mortgage is \_\_\_\_\_
- (d) Subject to compliance with the Terms and Conditions of the mortgage the amount secured by the mortgage is to be repaid by the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_
- (e) Instalments under the mortgage must be paid as follows : †  
 Amount \_\_\_\_\_ at \_\_\_\_\_ intervals.
- (f) The vendor is <sup>\*not in default under the mortgage.</sup>  
<sup>\*in default under the mortgage in the following respects :—</sup>  
 §

\*As the case requires.

†Insert summary of relevant provisions.

§Give details of defaults.

‡Not required if mortgage does not provide for repayment by instalments.