

Contract of Sale of Land

Copyright No. 64898

Through the Agency of:

GARY & JOHNSON
Real Estate Agents

Vendor's Agent (if any). of

949 Whitehorse Road, Box Hill

If no agent strike out "Agent for". Agents for (Vendor's name)-

CHEANG KHEOW LIM

If more than one Vendor supply the particulars

of (Vendor's address)-

19 Howitt Drive, Lower Templestowe

(Vendor's description)—

Purchaser.

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

WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD.

68 Piper Street, Kyneton

3444

Particulars.

All that piece of land being lot 10 on Plan of Cluster Subdivision No. 1134 Parish of Carlsruhe and being the land comprised in Certificate of Title Volume 9171 Folio 696.

House or rights

vacant land

Known as

 ${\bf Tageorge are the production of the producti$

Tenancies, leases, mortgages, easements, etc. (if any). Subject to all registered and appurtenant easements and encumbrances

Price.

for the sum of T WENTY THOUSAND DOMARS (\$20,000.00)

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

SPECIAL CONDITIONS

- 3. The Purchaser admits the identity of the Lot sold with that numbered and described in the Plan of Cluster Subdivision referred to above and shall not make any requisition nor claim any compensation in respect of any deficiency in area measurments boundaries occupation title starting point or otherwise of the lot or the parcel nor shall the Purchaser be entitled to call on the Vendor to amend Title or to bear or to contribute to the expense of any amendment of Title or of the Plan of Cluster Subdivision.
- 4. 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.
- The Purchaser hereby acknowledges that prior to the execution hereof and prior to the signing of any documents relating to the sale hereby effected
 the Purchaser has been given by the Selling Agent a Statement in writing as required by Section 51 of the Estate Agents Act 1980.
- 6. The said deposit shall be held in accordance with the provisions of the Sale of Land (Deposits) Act 1980 and on the purchaser becoming entitled to a transfer or conveyance of the land the purchaser will provide to the Vendor a written acknowledgement to that effect.
- 7. The Purchaser acknowledges that the land is sold and that he will take Title subject to the provisions of the Cluster Titles Act 1974 and to:

 (i) The Unit Entitlement and the 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 of Plan of Subdivision.
- 8. 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 of 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 as 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.
- 9. The Purchaser buys subject to the provisions of and to any restrictions impose by the Melbourne Metropolitan Planning Scheme and any other Town Planning Acts or Schemes, and to any restriction imposed by any authority empowered by legislation to control the use of land.
- 9. The rate of interest referred to in Condition 4 of the said Table "A" shall be computed from the date due herein provided for the payment of any moneys in respect of which interest in chargeable under the said Condition 4 until such moneys are paid and shall be payable by 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 Vendor's rights hereunder shall be without prejudice to any other rights powers and remedies of the Vendor under this Contract or otherwise.
- 10. The purchaser shall pay to the Vendor all costs charges and expenses incurred by the Vendor in the exercise of any rights or the Vendor arising out of any default of the Purchaser under any condition expressed or implied herein and any default in respect of which such rights are exercised shall 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.

SPECIAL CONDITIONS

If at any time within 21 days of the date hereof the Purchasers:-

- (i) In writing request the Vendors to enter into a new Contract with a person nominated in writing by the Purchasers ("the substituted Purchaser") and deliver to the Vendor's Solicitors:-
 - (a) an identical copy of this Contract of Sale (save for this special condition and the name of the Purchasers) executed by this substituted Purchaser and with dated for payment adjusted if necessary to coincide with the Contract of Sale ("the copy Contract") so that any substituted purchaser shall in all respects be in the same position as the Purchasers and be responsible for any notice or orders relating to the property hereby sold at the date of this Contract of Sale;
 - (b) a guarantee of the copy Contract by the Purchasers in form and substance acceptable to the Vendor's Solicitors;

and

(c) an authority from the Purchasers to the Vendors authorising the Vendors to apply the deposit paid hereunder as the deposit payable under the copy Contract with the substituted purchaser, then the Vendors shall execute a counterpart of the copy Contract and upon delivery to the substituted purchaser or his Solicitors of the counterpart this Contract of Sale shall be deemed cancelled and of no further force or effect.

If the Purchaser hereunder or under any substituted Contract referred to above shall be a Company, the Purchaser shall simultaneously with the execution thereof procure the execution of a guarantee of its performance of the Contract in a form and substance acceptable to the Vendor's Solicitors by its directors or shareholders or its holding Company within the meaning of Section 6 of the Companies Act 1961 or any of them as may be required by the Vendors.

(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 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

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(ii) proceed to take or recover possession of the land sold and within a reasonable time thereafter (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 enant or other occupier) to the rents and profits thereof upon acceptance of title and payment in full of the

purchase money

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.

abovementioned.

**Expensional Commencing on the date the purchaser becomes given the contract of the purchaser becomes given a like period. Punctual payment of 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 fait. 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 without 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 recover.

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 deliciency 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.
 - Albertropentropentropen chattels and chartely as the contract should not successful the conclusive value.

4. After expense to the description register of receiver a transfer or conveyance from the vendor of the land sold and always after the date hereof by the purchasers, testing 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 stinue deliver to the vendor or his solicitors the duly executed transfer or conveyance and mortgage together with the vendors costs as mortgagee and stamp duty and registration fees payable upon the documents.

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‡ a guarantee given by §	annahidi Kibi Mahama Kanasa da Aregania mbahdi dependantak da kulungan masara da kulunga da kulunga da kulunga	
and a design of the second of	OR ASST	
‡ an approved insurance	policy issued by OR pancy was issued on OR pancy has not been issued.	
OR		(Insert date)
(ii) ¶ a certificate of occup	pancy was issued on	(Insert date)
	OR OR	
Æ		
¶ a certificate effoccu	pancy has not been issued.	

See over Special Conditions—(continued).
and Schedule of Mortgages.

biliahed for the owner of the Copyright by talge & Co. Pty. Ltd., Printers, Melbourne, ALL RIGHTS RESERVED
Orig L 06 / Draft L 07

TELEPHONE No.

Purchaser's Solicitors :

Telephone No. : 370-1550

686 Mt. Alexander Road,

Contract of Sale of Land

Lot 10 Woodleigh Heights Estate PROPERTY SITUATED :

VENDOR : CHEANG KHEOW LIM

DATED

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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 *does not provide for further advances as follows:— *does not provide for further advances by the mortgagee.
- (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 day of 19
- (e) Instalments under the mortgage must be paid as follows: ‡

intervals.

*not in default under the mortgage.

*in default under the mortgage in the following respects:— (f) The vendor is

*As the case requires. †Insert summary of relevant provisions. ‡Not required if mortgage does not provide for repayment by instalments.

§Give details of defaults.