



REVISED JULY 1981

Contract of Sale of Land

Copyright No. 64898

Vendor's Agent (if any).

Through the Agency of:

GARY & JOHNSON
Real Estate Agents

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 as to each.

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 of way, etc.

vacant land

Known as

~~Together with all buildings and improvements thereon being the premises known as~~ Lot 10

Woodleigh Heights Estate Kyneton ~~and the following described land comprising the portion of~~

~~and the following described land comprising the portion of~~

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

Subject to all registered and appurtenant easements and encumbrances

Price.

for the sum of TWENTY THOUSAND DOLLARS (\$20,000.00)

The "1984 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 measurements 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.
5. 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 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.
9. The Purchaser buys subject to the provisions of and to any restrictions imposed 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 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 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 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.

SPECIAL CONDITIONS

4. 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.

See over SPECIAL CONDITIONS—(continued).
and SCHEDULE OF MORTGAGES.

DATED

19

VENDOR : CHEANG KHEOW LIM

PURCHASER :

PROPERTY SITUATED :
Lot 10 Woodleigh Heights Estate
Kyneton

Contract of Sale of Land

VENDOR'S SOLICITORS :
CANNIZZO, LAU & ASSOCIATES
SOLICITORS
686 Mt. Alexander Road,
MOONEE PONDS 3039
REF: RL:RM
TELEPHONE No. : 370-1550

PURCHASER'S SOLICITORS :

TELEPHONE No. :

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Oth L. 06 / Draft L. 07

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 by the mortgagee.}
[†]provides for further advances as follows :—
[†]
- (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 ^{*not in default under the mortgage.}
[§]^{*in default under the mortgage in the following respects :—}

*As the case requires.

†Insert summary of relevant provisions.

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

§Give details of defaults.