



"C.H.T. 6" 2

# CONTRACT OF SALE OF REAL ESTATE 3/83

The conditions of this contract are contained in the attached--

- Particulars of Sale; and
- Schedule; and
- General Conditions; and
- Special Conditions (if any).

The Vendor sells and the Purchaser buys both the Property and the Chattels for the Price and upon the conditions set out in this contract.

The Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962 is attached to, and included in, this contract.

Where the signature of any party to this contract is secured by an agent, the parties acknowledge being given a copy of this contract by the agent at the time of signature as required by section 53 of the Estate Agents Act 1980.

Vendor

Common Seal Of Woodleigh Heights Resort Developments Pty. Ltd. was hereto fixed in accordance with its articles of association in the presence of

Director

secretary

Purchaser



### IMPORTANT NOTICE TO PURCHASERS ON COOLING OFF PERIOD —SECTION 31, SALE OF LAND ACT 1962—

If this Contract is for the sale of residential land and chattels (if any) at a price not exceeding \$125,000 and where Section 31(5) of the Sale of Land Act 1962 does not apply to this contract--

THE PURCHASER MAY BEFORE THE EXPIRATION OF THREE CLEAR BUSINESS DAYS AFTER HE HAS SIGNED THIS CONTRACT GIVE NOTICE THAT HE WISHES TO TERMINATE THIS CONTRACT.

Such notice shall be given to the vendor or his agent or left at the address for service of the vendor being his address as specified in this contract or the address of the vendor's agent. In such a case the purchaser shall be entitled to the return of all monies paid by him under this contract EXCEPT for the sum of \$100.00 or 0.2% of the purchase price (whichever is the greater) which the vendor may retain.

1. This sale is subject to—
  - 1.1 The Purchaser assuming liability on the settlement date for those encumbrances listed in ITEM (1) of the Schedule. Where those encumbrances include any mortgage the price shall be satisfied to the extent of any mortgage money owing at the settlement date. Any payments by the Purchaser pursuant to such mortgage(s) shall be taken as payments made to the Vendor under this contract.
  - 1.2 The property and the chattels being delivered to the Purchaser on the settlement date in their present state of repair (fair wear & tear excepted) but failure so to deliver the chattels shall only create a right to compensation.
  - 1.3 The lender (if any) approving the loan on the security of the property by the approval date or any later date allowed by the Vendor failing which all monies shall be refunded whereupon this contract shall be null and void, but only if the Purchaser—
    - (a) has made immediate application for the loan; and
    - (b) has done everything reasonably required to obtain approval of the loan; and
    - (c) has given the Vendor prompt written notice of refusal of the loan; and
    - (d) is not in breach of any other conditions of this contract when he gives the notice referred to in paragraph (c) of this condition.
2. ITEM (2) of the Schedule states whether or not an approved indemnity is in force in respect of any dwelling-house included in the property and whether or not a claim has been made under such an indemnity where—
  - (a) a certificate of occupancy was issued within six years of the day of sale; or
  - (b) the construction of the dwelling-house commenced after 14 October 1974 and a certificate of occupancy has not been issued.
3. Where this is a "terms contract" as defined in section 2(1) of the Sale of Land Act 1962, then—
  - 3.1 Any mortgage affecting the property shall be discharged by the settlement date and all moneys required to discharge the mortgage(s) shall be paid to the Vendors agent or the Vendors solicitor to be applied by them in discharging the mortgage(s).
  - 3.2 Interest shall be paid by the Purchaser to the Vendor from the settlement date upon the residue outstanding at the interest rate and with the rests set out in ITEM (3) of the Schedule (if any). Any instalments payable under this contract shall be applied first in payment of interest and secondly in reduction of the residue.
4. If the property is expressed as sold to a named Purchaser "and/or nominee" (or words of like effect) then the named Purchaser may nominate a substitute or additional Purchaser(s) but in any event the named Purchaser shall remain personally liable for the due performance of all his obligations under this contract until the substituted Purchaser(s) if any has legally taken his place and become bound to fulfil the Purchaser's obligations under this contract whereupon the named Purchaser shall guarantee the due performance of those obligations. These arrangements shall be completed to the reasonable satisfaction of the Vendor or his solicitor at the expense of both the Purchaser and the nominee(s).
5. All moneys may be paid to the Vendor, his solicitor, or at his solicitors direction, save that the deposit may be paid to the Vendors agent.
6. A party breaching this contract shall pay upon demand—
  - (a) all reasonable expenses incurred by the other party as a result of the breach; and
  - (b) interest pursuant to the terms of this contract —and until payment the residue shall be varied by the addition or subtraction of those amounts (as the case may be).
7. If the time for performing any obligation expires on a Saturday, Sunday or bank holiday then time shall be extended until the next business day.
8. The conditions in Table A of the Transfer of Land Act 1958 shall apply to this contract except where the land is not under the operation of that Act, in which case the conditions of sale in the Third Schedule of the Property Law Act 1958 shall apply subject in either case to any alteration by the conditions of this contract.
9. These conditions shall prevail over those of any preceding contract provided that any requisitions and answers properly made and given under that contract shall be deemed to be requisitions and answers properly made and given under this contract.
10. All conditions shall be read subject to any Special Conditions set out in this contract.



3/83

# PARTICULARS OF SALE

Vendor's Agent

Vendor's Solicitor

Purchaser's Solicitor

Vendor

Purchaser

AND

then—  
moneys required to be applied

Property

Address

Chattels

Price

Deposit

Residue

Payment of Residue

Settlement Date

Purchaser's Finance

Day of Sale

DX  
KEN FAULKNER  
178 Mollison Street, Kyneton

Tel.:

Ref.:

DX 34033  
KEN FAULKNER  
178 Mollison Street, Kyneton

Tel.: 22 2497

Ref.:

DX 34033  
WOODLEIGH HEIGHTS MARKETING PTY. LTD.  
55 Flemington Road, North Melbourne

Tel.: 22 2497

Ref.:

WOODLEIGH HEIGHTS RESORT DEVELOPMENTS PTY. LTD.  
2 High Street, Kyneton

\*described in the attached copy Title(s) \*and Plan(s)  
~~xxxxxxx~~

the land together with any improvements known as  
Edgecombe Street, Kyneton

Nil

(agreed value \$ \_\_\_\_\_ which sum is included in the price)

\$ 68,558.00

\$ 25.00 ~~xx~~ on the signing hereof 19

\$ 68,563.00

\* on the 21st day of December 1983 or earlier by agreement.  
\* OR

is the date upon which vacant possession of the Property and the Chattels (or receipt of their rents and profits) shall be given, namely, upon acceptance of title and payment of

\* (details of loan referred to in General Condition 1.3)

Lender:  
Loan being not less than \$ \_\_\_\_\_  
Approval Date \_\_\_\_\_ 19

is the earlier of the date of this Contract or the acceptance date of any prior Contract Note, namely the 31st day of August 1983

\* delete as appropriate wherever asterisk (\*) appears.

# SCHEDULE

3/85

ITEM (1) Encumbrances to be assumed by the Purchaser—  
(GC 1.1) \* All registered easements

- \* Particulars of the mortgage to be assumed by the Purchaser—
  - (a) The principal sum secured by the mortgage is \$
  - (b) The rate of interest presently payable under the mortgage is % p.a.
  - (c) Subject to compliance with the conditions of the mortgage the principal sum is to be repaid by 19
  - (d) The Vendor is not in default under the mortgage.
  - (e) The mortgage does *not*\* require payment of instalments \*of \$
  - (f) The mortgage does *not*\* provide for further advances by the Lender \*as follows—

ITEM (2) An approved indemnity is *not*\* in force and a claim has *not*\* been made.  
(GC 2)

ITEM (3) Interest % per with rests  
(GC 3.2) and payable

## SPECIAL CONDITIONS ("SC")

\* Nil / as attached / as follows—



VENDORS STATEMENT TO THE PURCHASER OF REAL ESTATE PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")

3/83

VENDOR WOODLEIGH HEIGHTS MARKETING PTY. LTD. of 55 Flemington Road, North Melbourne

PROPERTY Edgecombe Road, Kyneton

Details must be attached where necessary, if insufficient space is available.

In this Statement—

"certificate" means a certificate (or a copy) issued by the relevant authority.

"settlement" means the event upon which the Purchaser becomes entitled to possession or to the rents and profits of the Property.

\*Delete as appropriate wherever asterisk (\*) appears.

\*1. MORTGAGES — Particulars of any mortgage/s (registered or unregistered)—

\*which is/are not to be discharged by settlement,

\*OR voluntarily supplied by the Vendor pursuant to Section 27(3) of the Act (optional)—

(a) Lender/s

(b) Amount/s secured \$

(c) Amount now required for discharge does not exceed a total of \$

\*(d) Particulars of any unremedied default/s are as follows—

\*2. RESTRICTIONS — Information concerning any easement, covenant or other similar restriction (including any caveat) affecting the Property (registered or unregistered)—

2.1. Description—

\*As set out in the attached copies of title document/s.

\*OR

2.2. Particulars of any existing failure to comply with their terms are as follows—

\*3. PLANNING — Information concerning any planning instrument/s—

\*Is contained in the attached certificate/s;

or

\*Is as follows—

(a) Name (1) Shire of Kyneton

(2)

(b) The name/s of the responsible authority—

(1) Shire of Kyneton Planning Scheme

(2) The Interim Development Order applies to the whole of the

(c) Zoning (1) Shire of Kyneton and does not specify zones. A planning permit is required for any change from the existing land use.

(2)

4. OUTGOINGS — Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) AND any interest payable on any part of them—

\*4.1. \*As contained in the attached certificate/s;  
\*Their amounts are as follows—

or

| Authority | Amount | Interest (if any) |
|-----------|--------|-------------------|
| (1)       | (1)\$  | (1)\$             |
| (2)       | (2)\$  | (2)\$             |
| (3)       | (3)\$  | (3)\$             |
| (4)       | (4)\$  | (4)\$             |

\*Any amounts for which the Purchaser may become liable in consequence of his purchase of the Property, are as follows—

\*4.2. Their total does not exceed \$ 400.00

or

\*5. NOTICES — Particulars of any notice, order or approved proposal affecting the Property—

\*are contained in the attached certificate/s;  
\*are as follows— Nil

or

6. TITLE — Attached are copies of the following document/s concerning the title—

- 6.1. \*the Certificate/s of Title &/or Crown Grant/s;
- \*the last Conveyance in the chain of title or other document which gives evidence of the Vendor's title.
- \*6.2. Evidence of the Vendor's right to sell (where he is not the registered proprietor or the owner in fee simple).
- \*6.3. The plan (or proposed plan) of stratum, strata or cluster subdivision (if applicable).

\*7. TERMS CONTRACT — The following information is required from a Vendor who offers the Purchaser settlement upon payment of not more than 25% of the purchase price—

- 7.1. Balance of purchase moneys owing after settlement \$
- 7.2. The amount of purchase moneys which will be required as the final payment to the Vendor if the contract is duly performed \$

DATE OF THIS STATEMENT— / /19

Signature/s of the Vendor

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any Contract.

DATE OF THIS ACKNOWLEDGEMENT— / /19

Signature/s of the Purchaser

ORIGINAL

TO BE TAKEN FROM THE OFFICE OF TITLES



VICTORIA

REGISTER BOOK VOL. 9171 FOL. 688

# Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

KENNETH RAYMOND BUCHANAN Television Technician and YVONNE RAE BUCHANAN Married Woman both of Yea Road Hume Vale are joint proprietors of an estate in fee simple subject to the encumbrances notified hereunder in Lot 2 delineated on Registered Cluster Plan No.1134 and an undivided share in the common property for the time being described on the said plan

DATED the 9th day of August 1979



Assistant Registrar of Titles

### ENCUMBRANCES REFERRED TO

Any easements arising pursuant to Section 98 of the Transfer of Land Act or Section 20 of the Cluster Titles Act upon registration of the said plan and any easements to which the said land or any part thereof is on the said plan shown to be subject -

Any encumbrances for the time being affecting common property existing under or by virtue of any instrument a memorandum whereof has been entered on the said registered plan -

MORTGAGES G284876, G397195 and H191150 -

**THE ABOVE MORTGAGES ARE DISCHARGED AS TO PART BEING THE WITHIN LAND**

- 5 DEC 1979



DERIVED FROM VOL.9213 FOL.492 VOL.9213 FOL.493 VOL.9213 FOL.495 to 498 (both inclusive)



ORIGINAL

NOT TO BE TAKEN

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VICTORIA

REGISTER BOOK

VOL. 9171 FOL. 687.

# Certificate of Title

UNDER THE "TRANSFER OF LAND ACT"

KENNETH RAYMOND BUCHANAN Television Technician and YVONNE RAE BUCHANAN -  
Married Woman both of Yea Road Hume Vale are joint proprietors of an - -  
estate in fee simple subject to the encumbrances notified hereunder in - - - -  
Lot 1 delineated on Registered Cluster Plan No.1134 and an undivided share --  
in the common property for the time being described on the said plan - - - -

DATED the 9th day of August 1979



Assistant Registrar of Titles

### ENCUMBRANCES REFERRED TO

Any easements arising pursuant to Section 98 of the Transfer of Land Act or Section 20 of the Cluster Titles Act upon registration of the said -- plan and any easements to which the said land or any part thereof is on the said plan shown to be subject -

Any encumbrances for the time being affecting common property existing - under or by virtue of any instrument a memorandum whereof has been - - - entered on the said registered plan -

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(both inclusive)



KEN FAULKNER

KEN FAULKNER

KYNETON

VICTORIA

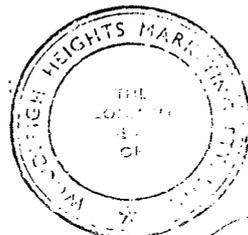
OF LAND

WE, KENNETH formerly Television Technician but now Company Director and YVONNE RAE BUCHANAN Married Woman both formerly of Yea Road Hume Vale but now of 47 Dhill Court Flemington being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject to the encumbrances notified hereunder, in consideration of the sum of ONE HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$115,000.00) paid to us by WOODLEIGH HEIGHTS MARKETING PROPRIETARY LIMITED of 55 Flemington Road North Melbourne DO HEFEBY TRANSFER to the said WOODLEIGH HEIGHTS MARKETING PROPRIETARY LIMITED all our estate and interest in ALL THAT piece of land more particularly described in Certificates of Title Volume 9171 Folio 687 Volume 9171 Folio 688 Volume 9171 Folio 693 Volume 9171 Folio 696 Volume 9171 Folio 698 Volume 9171 Folio 700 Volume 9171 Folio 701 Volume 9171 Folio 704 Volume 9171 Folio 713

DATED the \_\_\_\_\_ day of \_\_\_\_\_ One thousand nine hundred and eighty-three

SIGNED by the said KENNETH )  
RAYMOND BUCHANAN and YVONNE )  
RAE BUCHANAN in Victoria )  
in the presence of: )

THE COMMON SEAL of WOODLEIGH )  
HEIGHTS MARKETING PROPRIETARY )  
LIMITED was hereunto affixed )  
in accordance with its Articles )  
of Association in the presence of: )



Director [Signature] Secretary [Signature]

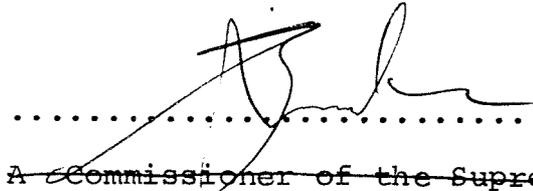
ENCUMBRANCES REFERRED TO

The easements (if any) affecting the said land and the encumbrances (if any) set out at the foot of the Certificate of Title to the said land.

"GAT 6"

This is the said copy of Contract 3 produced and shown  
to me and marked "GAT 6" referred to in the Affidavit  
sworn by Glenn Alexander Thompson on the 23<sup>rd</sup> day of  
July 1984.

Before me: .....

  
~~A Commissioner of the Supreme Court  
of Victoria for taking Affidavits.~~

ANTHONY G. BURKE B.A., LL.B.  
BARRISTER & SOLICITOR