

Appendix 3



Contract of Sale of Land

Copyright No. 04898

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Vendor's Agent (if any).

I/We—the undersigned—

of

If no agent strike out "Agent for".

Agents for (Vendor's name)— JEANETTE RAYMOND BUCHANAN and VOIVNE RAE BUCHANAN

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

of (Vendor's address)— both of 1 Yea Road, Humevale

(Vendor's description)— Television Technician and Married Woman

Purchaser.

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

GLERI ALEXANDER THOMPSON and CHERYL MARIE THOMPSON

both of Lot 2 Elm Street, Whittlesea

Particulars.

All that piece of land being allotments Numbers 1, 2, 7, 10, 12, 14, 15, 18, 27, 28, on Plan of Subdivision No. C.S. 1134 Parish of Carllsruhe County of Dalhousie

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 all registered reserved and appurtenant easements and restrictive covenants (if any)

Price.

for the sum of ONE HUNDRED AND FORTY FIVE THOUSAND DOLLARS (\$145,000)

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 TWENTY THOUSAND DOLLARS (\$20,000)

delete as appropriate

(b) the residue { as follows :-
as set out in Special Condition 6.

By payment of interest calculated at 10% per annum and paid quarterly. Balance to be paid by 1st November, 1981.

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

and I/we agree to pay interest on

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

There should be taken to ensure that any terms have stated are consistent with those of the mortgage

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 mortgage(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.

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

Dated this First day of November 1979

[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. 81204.

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 Act 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 Act :- 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 last mentioned 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 terms and conditions of this contract shall be restricted as follows :-
Neither shall he be entitled to enforce any of the said rights and remedies other than those excepted above unless he gives to the other a written notice specifying the default and stating his intention to enforce his rights and remedies unless the default is made good and the proper legal costs occasioned by it to the party

- (2) If the notice also states that unless the default is so remedied and the costs paid the contract will be deemed pursuant to this sub-clause, then if the default is not remedied and the costs paid within the said period—
- the contract shall become void 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 other money or damages to which he may be entitled at law or in equity
 - If the notice was given by the vendor he may—
 - forfeit the deposit money paid and
 - proceed to take or recover possession of the land sold and within a reasonable time thereafter
 - 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. Deposit money received at an auction by the auctioneer of the vendor shall be deemed to have been so received as agent for the vendor.

7. 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 inappropriate.

~~deposit money~~
purchase money
purchase money, costs, stamp duty and fees mentioned in Special Condition 8.

8. 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 1968 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.

9. 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 as 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.

10. The word "premium" wherever appearing in Condition 11 (c) 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.

* Complete as desired.

3. The property in any chattels sold by this Contract shall not pass to the purchaser until the Purchasers hereby agree that Copyright Condition 3 shall be amended by substituting for the words "nine per cent per annum" the words "eleven per cent per annum"

Delete this unless existing mortgages are to be discharged on or before completion. Purchaser becomes entitled to possession of the land and profits.

4. (a) any mortgage affecting the land sold shall be discharged by the vendor as to that land before the purchaser becomes or upon the purchaser becoming entitled to possession or to the receipt of the rents and profits under this contract;

(b) the deposit and all other moneys payable hereunder (other than any money payable in excess of the amount required to so discharge the mortgage) are to be paid to a duly qualified legal practitioner or a person who is a licensed estate agent to be applied by him in or towards so discharging the mortgage.

5. 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 mortgage and stamp duty and registration fees payable upon the documents. The terms of the mortgage as to payments shall be as follows—

6. 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 is in force.

‡ Delete whichever is inappropriate.

§ Insert name of approved guarantor
§ Insert name of approved insurer.

† Delete whichever is inappropriate.

VENDOR : K.R. & T.R. BUCHANAN

PURCHASER : G.A. & C.M. THOMPSON

PROPERTY SITUATED :
Parish of Carlisle

Contract of Sale of Land

VENDOR'S SOLICITORS

Palmer, Stevens & Fenwick,
8 Jennings Street,
KILKENNY 3444

TELEPHONE NO. :

221500

PURCHASER'S SOLICITORS

TELEPHONE NO. :

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 :—~~