



CARTER
REAL ESTATE

Dated 1931

Parties National Trustees Executors & Agency
Company of Australasia Limited (Executor
of Estate of R.E. Ward Vendor
Unstated Purchaser

Price £

Property Tyne Street Box Hill
Lots 110, 111, 112 & part of Lot 113
Block three on Plan of Subdivision No 1879
Title Volume 3575 Folio 714976
& Volume 5547 Folio 1109338
Together with all registered appurtenant
easements.

Terms Deposit a fifth of purchase price
The residue by equal yearly instalments and
balance within five years from the date
herewith
Interest 6% p.a.

Agent

Comment

Solicitors Percy J Russell & Kennedy
430 Chancery Lane
Melbourne

Draft unexecuted Contract

CE Carter & Son Pty Ltd

ABN 390 062 316 16

- Licensed Estate Agent
- Auctioneers • Valuers
- Property Managers

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Richard A Carter BEc FREI FAPI

William Lyall B. Bus (Prop)

Licensed Estate Agents

K L Carter

Member of REIV

DATED

192

**NATIONAL TRUSTEES
EXECUTORS AND AGENCY COMPANY
OF AUSTRALASIA LIMITED**

WITH

M.....

**CONTRACT
for Sale and
Purchase of Land**

at Tyne Street, Box Hill

PERCY J. RUSSELL & KENNEDY
430 Chancery Lane,
MELBOURNE Solicitors for Vendor

Wild & Beissel, Printers, 16 St. Francis Street, Melbourne.

CONTRACT OF SALE of Freehold Land

under the Transfer of Land Acts

Vendor or
Vendor's Agent
as the case
may be.

the undersigned

of

Agent for NATIONAL TRUSTEES EXECUTORS AND AGENCY COMPANY OF AUSTRALASIA
LIMITED of No. 113 Queen Street, Melbourne

Purchaser's
name in full,
occupation and
address.

hereby acknowledge that I/we have this day sold to

..... of

Particulars.

All these pieces of land being Lots 110, 111, 112 and part of Lot 113 Block

Three on Plan of Subdivision No. 1879 lodged in the Office of
Titles and being part of Crown Portion Two Parish of Nunawading
County of Bourke and being the whole of the lands more particular-
ly described in Certificates of Title entered in the Register
Book Volume 3575 Folio 714976 and Volume 5547 Folio 1109338.

Together with all registered appurtenant easements.

Subject to the Special Railway Condition contained in Crown Grant
to Arndel Wrighte. As to the land in Certificate of Title Volume
5547 Folio 1109338. Any easements affecting the same. The Covenant
contained in Instrument of Transfer No. 295720 in the Register Book

Leases,
mortgages,
easements,
etc. (if any).

that no brickmaking or noxious trade of any description may be
carried on upon the said land.

Price in words.

for the sum of

Subject to the exclusions, additions, modifications and alterations appearing in the special conditions endorsed hereon the ~~copyright Conditions of Sale of the Law Institute of Victoria No. 10213 shall form part of this contract~~ Conditions of Table A of the Transfer of Land Act 1928 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 one fifth of the purchase price

yearly
(b) the residue by equal instalments at and the balance within five
years from the date hereof

the first of such instalments to be paid at the expiration of twelve
months from date hereof.

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

and I/we agree to pay interest on such residue from time to time remaining unpaid at the rate of
Six pounds per centum per annum computed from the date upon
which the Purchaser becomes entitled to possession and payable at half-yearly intervals. The first
payment of such interest is to be made at the expiration of six months from the date hereof.

DATED this day of 1931.

{ VENDOR
or Vendor's
Agent as the
case may be.

Purchaser.

Witness to Purchaser's Signature

A copy of the copyright Conditions above mentioned will be produced to the intending purchaser
on demand.

SPECIAL CONDITIONS

Special conditions as to date of possession and other matters.

1. The Purchaser has the right to pay the residue of the purchase money at any time prior to the due date with interest to the date of payment and has the further right on giving written notice to the Vendor within seven days from the date of sale to elect to pay and in case of such election the Purchaser shall pay the residue of the purchase money without interest within one month from the day of sale.

2. The Vendor shall be at liberty without waiving or rescinding the within Contract or the Conditions thereof and notwithstanding anything therein expressed or implied to recover from the Purchaser any unpaid purchase money or interest thereon as soon as the same shall be due and owing as if each instalment of the purchase money and each amount of interest payable by the Purchaser were a separate debt due by the Purchaser to the Vendor.

3. The Purchaser shall be entitled to possession of the property sold—if vacant—or to the receipt of the rents and profits thereof—if let—upon payment of the said deposit and unconditional acceptance in writing of the Vendor's Title but so nevertheless that if he exercise the right to elect to pay the residue of the purchase money within one month without interest as aforesaid he shall not be so entitled until the whole of the purchase money is paid.

4. Condition 5 of the within-mentioned ~~Copyright Conditions~~ shall not apply to and its operation is hereby excluded from the within Contract.

5. If the Purchaser shall fail to comply with any condition expressed or implied under the within Contract and in particular if he shall make default in payment of the residue of the purchase money or the interest thereon as provided by the within Contract or any part of such purchase money or interest h deposit money or so much thereof as shall have been paid shall be actually forfeited to the Vendor who shall be at liberty without notice and without tendering an instrument of transfer to rescind the Contract and either to take possession of the property sold and retain the same for its own use and benefit or to retain the forfeited deposit money and re-sell the property bought by the Purchaser by public auction or private contract and the deficiency (if any) in price occasioned by such re-sale together with all expenses attending the same shall immediately be made good and paid by the Purchaser and in case of non-payment of the amount of such deficiency and expenses the same shall be recoverable by the Vendor as and for liquidated damages.

6. The Vendor sells as **Executor of the Estate of Robert Edward Gray**

~~deceased.~~
In order to comply with The Real Estate Agents Act Number 3933 the following information is given to the purchaser:-
7. The name address and occupation of the Vendor is:-

The National Trustees Executors and Agency Company of Australasia Limited, 113 Queen Street (corner of Little Collins Street) Melbourne, a Trustee Company Executor of the Will of Robert Edward Gray deceased.

b. A Plan of Subdivision of the land sold has been deposited in the Office of Titles and the number of such plan is No. 1879/

c. All monies falling due under this Contract are to be paid to The National Trustees Executors and Agency Company of Australasia Limited, 113 Queen Street Melbourne.

8. The Vendor's Solicitors are Messrs. Percy J. Russell and Kennedy of 430 Chancery Lane, Melbourne.

9. The provisions of any Moratorium created or to be created by any Act of the Parliament of Victoria relating to Contracts of Sale or Agreements for Sale and Purchase whether such provisions be contained in existing or future regulations issued under the said Act or otherwise shall be and are hereby expressly excluded from and shall not apply to this Contract.

10. Condition 4 of the said Table A shall be amended by substituting the words "fourteen days" for the words "two months" occurring in the fourth line of the said condition.