

DATED

19

Mr A W Chalmers

WITH

Mr A Young

Contract of Sale of Land.

Copy



CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's Agent.

I/We the undersigned C. E. Carter Main Street Ringwood.

Agent(s) for the Vendor(s) whose name(s) address(es) and description(s) are as follows :—

Name(s)— Alexander William Mitchell Chalmers.

Address(es)— 23 Scott Grove Glen Iris.

Description(s)— _____

If more than one person, supply the particulars as to each.

or I/We the undersigned Vendor(s)

Vendor.

Name(s)

Address(es)

Description(s)

Purchaser(s).

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

Alexander Young.

of 474 Mitcham Road Vermont.

Particulars of land.

All that piece of land being Lot 27 on Plan of Subdivision exhibited at the time of Sale and being part of Crown Portion Parish of Ringwood County of Mornington part of the land described in Certificate of Title Volume 3799 Folio 759725.

COLUMN A.

COLUMN B.

If the land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected it is necessary either to complete Column A. and strike out Column B. or else strike out Column A. & leave Column B.

Strike out Column A. if the land is not under the operation of the Transfer of Land Act 1923.

If the land is not of the class described strike out both columns.

and being part of the (insert name, if any)

" Deemont Estate. "

” subdivision more particularly

described in the plan of subdivision which has been

deposited in the Office of Titles Melbourne, and is

Numbered.....

and in respect of which land

no plan of subdivision has

been deposited in the office

of Titles Melbourne.

Particulars of House or rights of way, etc.

Together with

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

Subject to all Registered Easements.

Price. for the sum of **Eighty seven pounds Fifteen shillings.** (£87 - 15/-).

This clause is necessary only if the land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected.

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

or to { Name—
Address—
Description—

The "1931 Copyright Conditions of Sale" and the special conditions (if any) endorsed hereon or annexed hereto 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 **Twenty seven pounds Fifteen shillings,**

(b) the residue by 20 consecutive quarterly payments of three pounds.

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

and I/we agree to pay interest on the balance of the purchase money that is owing at the commencement quarter at the rate of Five pounds per centum per Annum.

DATED this

18 day of May

1940

per.....

VENDOR(S)
or Vendor's
Agent as the
case may be.

.....PURCHASER(S).

A witness is necessary only if the land is offered for sale as suitable or intended wholly or mainly for residential or retail commercial trade purposes but on which no building suitable for human occupation is erected.

} Witness to the execution
of the purchaser(s).

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED

19

Duty
Stamp

A copy of the "1931 Copyright Conditions of Sale" above mentioned appears on the third page hereof.

SPECIAL CONDITIONS (if any)

1. ~~The Plan of subdivision of the said land has been approved of by the Municipal Council and the vendor will forthwith take all the necessary steps to have such plan of subdivision accepted by the Office of Titles as a lodged Plan and each Lot is sold subject to any alteration or amendment that may be made by the Office of Titles.~~
2. The Vendor shall not at any time be required by the Purchaser or his transferees to join in or contribute towards the expense of the erecting any dividing fence between the Lot or Lots sold and any other land belonging to the Vendor.
3. Upon payment of the full amount of the purchase money and interest and upon the plan of Subdivision being accepted by the Office of Titles as a lodged Plan the Vendor will execute a proper Transfer of the said land to the Purchaser.
4. The Purchaser hereby attorns and becomes Tenant from half-year to half-year to the Vendors of the Property hereby sold at a rental equal to a proportionate amount of the Interest and Instalment of purchase money from time to time payable hereunder and the Vendors shall have all the rights powers and remedies of Landlords under the provisions of the Landlords and Tenants Act 1928 provided that payment of the said interest and instalments as aforesaid shall be accepted in lieu of such rent.
5. All rates, taxes and other outgoings shall be apportioned between Vendor and Purchaser up to date of possession.
6. The present and any future Moratorium Regulations under any War Precautions Act (Federal or State) and any similar provisions hereafter to be made shall be deemed to be excluded from operation as regards this Contract.

The 1931 COPYRIGHT CONDITIONS OF SALE

Land in Victoria whether or not under the operation of the Transfer of Land Act 1928.

1. THE special conditions (if any) written on or annexed to the Contract of Sale shall be deemed part of and, so far as inconsistent herewith, shall modify or supplement these conditions.

2. SUBJECT to such special conditions (if any) these conditions and the conditions in Table A of the *Transfer of Land Act 1928* shall apply to this contract if and so far as it relates to land under the operation of the said Act and the conditions of sale in the *Property Law Act 1928* shall apply to this contract if and so far as it relates to land not under the operation of the *Transfer of Land Act 1928*.

3. If the title to the land sold be a Crown lease a conditional purchase lease or a lease by a body corporate created by Act of Parliament the vendor shall at his own cost apply for and endeavour to obtain any licence necessary to the sale and the rent and other monetary obligations payable pursuant to such lease shall be borne and paid by the purchaser in manner provided for the incidence of rates taxes and other outgoings by the statutory conditions of sale hereinbefore mentioned and the purchaser shall indemnify the vendor against all claims in respect of such rent and such other obligations contained in such lease as are to be paid performed or observed pursuant to such lease after the date of sale.

4. COMMONWEALTH land tax payable in respect or by reason of the said land under any Commonwealth Land Tax Act or Land Tax Assessment Act shall be borne and paid by the purchaser as from the date on which he becomes entitled to possession provided however that the Commonwealth land tax payable for the financial year current at the said date in respect or by reason of the said land under the said Acts shall be apportioned as between the vendor and the purchaser so that the purchaser shall bear and pay in respect thereof the proportion only of the lesser of the following amounts which the period commencing on the said date and ending on the last day of such financial year bears to the whole of such financial year—

- (a) The amount of tax payable as aforesaid in respect or by reason of the said land for such financial year; or
- (b) The amount of tax that would have been payable by the purchaser in respect or by reason of the said land under the said Acts for such financial year had he, in addition to any land actually owned by him within the meaning of the said Acts at midnight on the day immediately preceding such financial year, then been the owner, within the meaning of such Acts, of the land sold.

5. IF the purchaser shall make default in payment of the purchase money or any part thereof or any interest thereon agreed to be paid by him to the vendor the vendor shall in addition to the rights conferred upon him by and in the circumstances named in the said statutory conditions be entitled to forfeit the deposit money paid by the purchaser and take possession of the said land and retain the same for his own use and benefit.

6. THE obligation of the vendor to transfer or convey the land to the purchaser is simultaneous with the obligation of the purchaser to pay the whole of the moneys agreed to be paid by him.

7. 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.

8. TIME shall be considered of the essence of the contract and of all the conditions thereof.