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CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

Directors:

Richard Carter BEc FREI FAPI
Licensed Estate Agent

William Lyall B.Bus (Prop)
Licensed Estate Agent

Neil Rhodes Adv Dip Bus (Acct)
Licensed Estate Agent

Kathleen Carter

Dated	(11 July 1949)
Parties	Mary May COLEMAN Vendor William Edward FINNIS) Eva Constance FINNIS) Purchasers
Price	£275
Property	Lots 1 & 13 Plan of Subdivision "of Mr Surveyor exhibited at the time of sale" Part of Crown Allotment 34 Parish of Warrandyte Certificate of Title Volume 4130 Folio 825929 Subject to existing easements
Deposit	£105 which has already been paid Residue within 3 years without interest
Agent	[blank]
Solicitors	Hoad & Bonella 101 Queen Street, Melbourne
Comment	Purchasers may pay any amount in reduction of the purchase money at any time When Purchasers have paid £165 they shall be entitled to take transfer of Lot 1 Plan of subdivision has been lodged with Office of Titles ... Purchasers' signatures missing

DATED

19

*Copy by
direction
Melbourne*

MRS. M. M. COLEMAN

WITH

MR. W.E. & MRS. E.C. FINNIS

Contract of Sale of Land

Hoad & Bonella,
Solicitors,
101 Queen Street,
Melbourne



CONTRACT OF SALE of Land

Copyright No. 47355.

Vendor's
Agent (if any).

I/We the undersigned

of

If no agent
strike out
"Agent for."

Agents for (*Vendor's name*) Mary May Coleman

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

of (*Vendor's address*)

corner of Oban and Mullum Roads Ringwood

(*Vendor's description*)

Purchaser.

hereby acknowledge that I/We have this day sold upon the terms hereinafter contained to
William Edward Finnis and Eva Constance Finnis both
of Park Orchard Ringwood North

Particulars.

All that piece of land being lots One and Thirteen on Plan of
Subdivision of Mr. Surveyor exhibited at the time of
sale and being part of Crown Allotment 34 Parish
of Warandyte County of Mornington being part of the
land more particularly described in Certificate of Title
Volume 4130 Folio 825929 -

House or
rights of
way, etc.

Together with

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

Subject to the easements existing over and affecting the
same shewn on the said plan

Price.

for the sum of Two hundred and seventy five pounds

The "1949 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 One hundred and five pounds which has already been paid

(b) the residue within three years from the date hereof without interest.

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

and I/we agree to pay interest on

* * * * *

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 Acts.

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

COLUMN A.

The land sold is part of the (insert name, if any) " subdivision more particularly described in the plan of subdivision which has been deposited in The Office of Titles, Melbourne, and is numbered _____

COLUMN B.

No plan of subdivision has been deposited in the Office of Titles, Melbourne, in respect of the land sold.

If the land is of the class described, it is necessary to complete items 1, 2, and 3, and for a witness to sign.

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

1. Name—
2. Address—
3. Description—

Witness to the execution of the contract by the purchaser:

* * * * *

Dated this 11th day of July 1949.

M. M. Coleman

VENDOR(S)
or Vendor's
Agent as the
case maybe

PURCHASER.

Duty
Stamp

Receipt for deposit
on purchaser's copy
only →

Auctioneers are advised that it is not necessary to read aloud at the auction the following provisions:—

Copyright
No. 47355.

The 1949 COPYRIGHT CONDITIONS OF SALE

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

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 Acts* except Condition 7 thereof shall apply to this contract if and so far as it relates to land under the operation of the said Acts and the conditions of sale in the 4th Schedule to the *Property Law Acts* except Condition 8 thereof shall apply to this contract if and so far as it relates to land not under the operation of the *Transfer of Land Acts*.

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. SO long as any purchase or other moneys remain owing by the purchaser to the vendor, the vendor may twice yearly enter upon the land and improvements sold and view the state of repair thereof.

6. UPON any re-sale under the provisions of clause 5 of the Conditions of Sale in Table A of the *Transfer of Land Act* or (as the case may be) under the provisions of clause 6 of the conditions of Sale in the 4th Schedule to the *Property Law Acts* the vendor shall be entitled to apply in or towards satisfaction of any deficiency on the re-sale all instalments of purchase money which the purchaser may have paid.

The notice mentioned in the said clauses may be given to the purchaser or posted to him at his address appearing in the contract.

7. 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 set forth in the said statutory conditions or otherwise vested in him, be entitled fourteen days after notice (given to the purchaser or posted to him at his address appearing in the contract) of his intention so to do to rescind the contract, retain to his own use the deposit money paid by the purchaser and take and recover possession of the said land forthwith and

- (a) retain the said land for his own use and sue the purchaser for damages for breach of the said contract and pending the determination of the amount to which the vendor shall be entitled for damages as aforesaid, retain all instalments of purchase money paid by the purchaser; or
- (b) at his option re-sell the said land either by public auction or by private contract and all expenses of and incidental to such re-sale and the deficiency (if any) in price occasioned by such re-sale shall forthwith be paid to the vendor by the purchaser in default on this present sale as liquidated damages, and it shall not be necessary previously to tender a transfer to the purchaser, and in case of non-payment the vendor may deduct and retain the said deficiency and expenses out of the amount of any instalments which the purchaser in default may have paid, repaying to him within seven days of the receipt of the proceeds of the re-sale the residue of such amount but without any interest.

8. 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.

9. 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.

10. (a) ANY valuation of the land sold which is required to be made under the provisions of or is made for the purposes of the *Prices Regulation Act 1948* or any other corresponding enactment for the time being in force shall be procured at a reasonable cost by the vendor and the cost thereof shall be borne by the parties equally.

(b) For the purpose of procuring the consent of the Attorney-General in and for the State of Victoria or other the Minister for the time being administering the said Act or any other consent or consents to the sale which may be required under or by virtue of any regulation or law for the time being in force each respective party hereto at the request of the other party shall forthwith sign all documents and perform all such acts as he may be required to sign or perform either under the provisions of any such regulation or law as aforesaid or by virtue of any rule or practice for the time being observed by the person whose consent is sought or which he may reasonably be requested by such last-mentioned person to sign or perform.

(c) This contract is subject to such consent of the said Attorney-General or other Minister or of any other person or authority as may be required by law to contracts for the sale of land being obtained hereto. Unless such consent be given within two months from the date hereof the deposit and any other money paid by the intended purchaser shall, unless the vendor elects to exercise the rights conferred on him by and in the circumstances set forth in the next succeeding sub-paragraph, be repaid to the intended purchaser, and thereupon this contract save and except the obligation to share the cost of any valuation as aforesaid, shall become void and of no effect.

(d) If the said Attorney-General or other Minister or such other person or authority notifies in writing that he would consent to this sale or that he would give further consideration to the application for consent if a specified figure or a price not exceeding a specified figure were substituted for the purchase price aforesaid the vendor may, within seven days from receiving such notification, on being informed thereof, give notice in writing to the purchaser that he elects to proceed with the sale at a reduced purchase price equal to such specified figure. Thereupon this contract (but amended by such reduction in price) shall be binding on both parties, but in the application of sub-paragraph (c) of this condition to such amended contract the period of two months therein referred to shall be reckoned from the date of the vendor's notice in writing hereinbefore mentioned.

(e) The purchaser hereby authorizes the vendor, in the event of the vendor electing to exercise the rights conferred on him by the preceding sub-paragraph, to communicate to the Attorney-General or other Minister or other person or authority as aforesaid the purchaser's willingness to proceed with the transaction at the said reduced purchase price.

11. THE purchaser shall be entitled to vacant possession of the said land sold or (if the said land is sold subject to the rights of any tenant or other occupier) to the rents and profits thereof upon acceptance of title and (where any consent to this transaction is required by law) production of a consent in writing to this transaction signed by some person authorized to give such consent*

12. CONDITION 2 of the said Table A of the *Transfer of Land Acts* and Condition 3 of the 4th Schedule to the *Property Law Acts* shall be read as if the words "within fourteen days from the date of the purchaser receiving written notice of all or any requisite consents or consent to the sale" had been substituted for the words "fourteen days from the day of sale" and "fourteen days from the day of sale or within seven days from the delivery of an abstract pursuant to such request" respectively.

13. CONDITIONS 10 and 12 shall not apply if this contract is for the sale of land consent to which is not required under the *Prices Regulation Act 1948* or any corresponding enactment.

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

SPECIAL CONDITIONS (if any)

(to be continued on the back if necessary).

1. The purchasers may pay any amount in reduction of the purchase money at any time.

2. IT IS HEREBY AGREED that when the purchasers shall have paid the sum of One hundred and sixty five pounds in reduction of the

* If it is a "cash sale" insert the words "and upon payment of the whole of the purchase money."

*Accepted
Robertson*

R. S. L. M. COLEMAN

WITH

A. W. E. & MRS. E. C. FINNIS

Contract of Sale of Land

Hoad & Bonella,
Solicitors,
101 Queen Street,
Melbourne

SPECIAL CONDITIONS if any, continued

said purchase money they shall be entitled to take a transfer of lot one of the said land hereby purchased.

3. The plan of Subdivision referred to in the particulars of sale has been lodged at the Office of Titles for registration. If the said plan is not accepted by the Office of Titles prior to the payment of the balance of purchase money the purchasers shall accept a transfer of the lots purchased in which the plan of Subdivision Number is left blank together with a ~~certificate~~ *instrument* signed by the vendor to enable the transfer to be amended to refer to the lodged plan number when available.