

CE Carter & Son Pty Ltd
ABN 39 006 231 616
REIV Member

90 Maroondah Highway
Ringwood Vic 3134
(PO Box 4112)
DX 38080

Tel: 9870 6211

Fax: 9870 6024

Email: info@carter.com.au

carter.com.au

CARTER

• Estate Agents • Auctioneers • Valuers • Property Managers

EXPERIENCE ABILITY INTEGRITY

Directors:

Richard Carter Bsc 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	[Undated 1930's]
Parties	William Henry WHITER Vendor [blank] Purchaser
Price	£[blank]
Property	Whitehorse Road Part of Crown Allotment 4 & part of a former government road Certificate of Title Volume 4120 Folio 823821 Together with all buildings erected thereon
Deposit	£150 Balance by weekly payments of 30/- over 5 years, then full remaining balance Interest 5% to be paid quarterly
Agent	C E Carter
Comment	Purchaser at liberty to increase mount of weekly instalments & has right to pay off the whole or part of purchase money together with all interest due at any time Purchaser entitled to possession on payment of deposit & acceptance in writing of the title Unsigned draft auction contract

DATED

193

Mr. W. H. WHITER,

WITH

M

Contract of Sale of Land.

C. E. CARTER,
AUCTIONEER,
RINGWOOD.



CONTRACT OF SALE of Land

Copyright No. 20996.

Vendor's Agent.

I/We the undersigned **CHARLES. E. CARTER, Auctioneer RINGWOOD**

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

Name(s) **WILLIAM HENRY WHITER**

Address(es) **Whitehorse Road, RINGWOOD.**

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

of

Particulars of land.

All that piece of land ~~being~~ having a frontage of 99 feet to Whitehorse Road by a depth of 670 feet or thereabouts being part of Crown Allotment 4 and part of a former Government Road being the land comprised in Certificate of Title Volume 4120 Folio 823821

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 1928.

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

COLUMN A.

and being 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.

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 **all buildings erected thereon.**

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

Subject to

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 **One Hundred and fifty pounds. (£150)**

(b) the residue **by consecutive weekly payments of thirty shillings, (including the interest hereinafter mentioned). The first of such payments shall be made on the — day of — and shall continue for a term of 5 years when the ultimate residue shall become due and payable.**

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

and I/we agree to pay interest on — at the rate of 5 per centum per annum from the date hereof. Such interest to be calculated by quarterly rests and after deducting interest from the total instalments paid each quarter the residue shall be credited as part of the purchase money duly paid.

DATED this — day of — 193 —

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).

Duty
Stamp.

RECEIVED from the within-named purchaser the sum of

being the deposit within mentioned

DATED 193 —

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

SPECIAL CONDITIONS (if any)

1. THE Purchaser shall be at liberty to increase the amount of the said weekly instalments and shall have the right to pay the balance of purchase money at any time prior to the expiration of the said period of years and interest shall be charged to the date of payment only.
2. THE Purchaser shall be entitled to possession of the property sold on payment of the said deposit and acceptance in writing of the Title to the said property.

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.