

LOT NO .....

**CONTRACT OF SALE  
OF REAL ESTATE  
PARTICULARS OF SALE**

Part 1 of the standard form of contract prescribed by  
the Estate Agents (Contracts) Regulations 2008

**IMPORTANT NOTICE TO PURCHASERS**

**Cooling-off period**

**Section 31 Sale of Land Act 1962**

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you. You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

**EXCEPTIONS** - The 3-day cooling-off period does not apply if

- you bought the property at or within 3 clear business days before or after a publicly advertised auction
- the property is used mainly for industrial or commercial purposes
- the property is more than 20 hectares in size and is used mainly for farming
- you and the vendor previously signed a similar contract for the same property; or
- you are an estate agent or a corporate body.
- A lot qualifying under Sale of Land Act section 9AA (1) that subject to the limit set by sub – s(1)(b), the purchaser may negotiate with the vendor about the amount of deposit money payable under the contract
- that a substantial period of time may elapse between the day on which the purchaser signs the contract for sale and the day on which the purchaser becomes the registered proprietor of the lot and
- that the value of the lot may change between the day on which the purchaser signs the contract for sale of that lot and the day on which the purchaser becomes the registration.

The vendor sells and the purchaser buys the property, being the land and the goods, for the price and on the conditions set out in this contract.

The terms of this contract are contained in the:

- \* Particulars of sale;
- \* Special conditions, if any;
- \* General conditions; and
- \* Vendor's Statement

and in that order of priority.

The Vendor's Statement required by section 32(1) of the **Sale of Land Act 1962** is attached to and forms part of this contract. The parties should ensure that when they sign the contract they receive a copy of the Vendor's Statement, the general conditions and any special conditions.

**SIGNING OF THIS CONTRACT :**

The authority of a person signing:  
under power of attorney; or  
as director of a corporation; or  
as agent authorised in writing by one of the parties  
must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of this contract comprising

- \*Form 1 (Contract of Sale of Real Estate — Particulars of Sale)
- \* Special Conditions, if any;
- \*Form 2 (Contract of Sale of Real Estate — General Conditions)
- \* Vendor’s Statement.

**SIGNED BY THE PURCHASER** ..... on ...../...../.....

print name of person signing  
state nature of authority if applicable  
(e.g. ‘director’, “attorney under power of attorney”)

.....  
This offer will lapse unless accepted within [ ] clear business days (3 days if none specified)

**SIGNED BY THE VENDOR** ..... on ...../...../.....

print name of person signing  
state nature of authority if applicable  
(e.g. ‘director’, “attorney under power of attorney”)

.....  
This offer will lapse unless accepted within [ ] clear business days (3 days if none specified)

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name.....BR REAL ESTATES ONLINE / .....  
Address.....28 Mount Pleasant Drive, Mt Waverley, Victoria 3149 .....  
Email.....[bannir7@gmail.com](mailto:bannir7@gmail.com)  
Tel: +613 88028943.....Mob: + 614 25724303.....Fax +613 86921093.....Ref BL/Lot.....

## VENDOR:

Name :

Address:

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Membrey Advisory  
Address: PO Box  
Email: 105, Darling, Victoria 3145  
Tel: 03 96205956 Mobile: 0414318003 Fax 03 80805959

## PURCHASER

Name: .....

Address.....

Email: .....

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name.....  
Address.....  
Email.....  
Tel: ..... Fax: .....DX .....Ref .....

## LAND (general conditions 3 and 9)

The land is -

.Title reference	Being lot	Unregistered Plan
Volume- 10139 Folio - 120		PS711712 Y

The address of the land is : Lot ..... Beaconsfield Lavender Estate, Officer VIC 3809

**PROPERTY ADDRESS:** ..... Officer VIC 3809

**PAYMENT :**

**PRICE :**

**DEPOSIT :** (to be paid by ..... of which \$1000 has been paid)

**BALANCE :**

**SETTLEMENT DATE:**..... OR

Settlements due on the above date or 14 days after the vendor gives notice to the purchaser of registration of the plan whichever is the later.

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' this box

Margin scheme

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box

NIL

in which case refer to general condition 1.1.If 'subject to lease' then particulars of the lease are:

If the contract is intended to be a terms contract within the meaning of the Sale of Land Act 1962 then Add words '**terms contract**' in this box.

NIL

And refer to general condition 23 and add any further provisions by way of special conditions. Encumbrances.

This sale is not subject to an existing mortgage unless the words 'Subject to existing mortgage' appear in this box.

NIL

**Loan**

The following details apply if this contract is subject to loan being approved

Lender :...Financial Institution.....

Loan amount :.....Approval date .....

Special conditions

This contract does not include any special conditions unless the words '**Special conditions**' appear in this box

Special Conditions. As annexed