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# Accrue Membership Pty Ltd

Level 1, 69 York Street  
South Melbourne Vic 3205  
A.B.N. 43 399 889 949

## Tax Invoice

Invoice No.: 00000998

Date: 31/10/2018

STEPHENS FAMILY SUPERANNUATION FUND  
RICK STEPHENS & TEREASA HUMPHREY  
5 GIBBS RD  
YARRA GLEN VIC 3775

*Capital.  
Buying Grap for property*

DESCRIPTION	AMOUNT	CODE
ACCRUE MEMBERSHIP	\$6,545.00	GST

**BANK DETAILS:**  
ACCRUE MEMBERSHIP PTY LTD  
BSB: 033-305 ACCT NO: 552202

GST: \$595.00  
Total Inc GST: \$6,545.00  
Amount Applied: \$6,545.00

**Balance Due: \$0.00**

October 9, 2018

Ricky Stephens and Tereasa Humphrey  
5 Gibbs Road  
YARRA GLEN VIC 3775

Dear Ricky and Tereasa

**RE: 1/122 MIDDLE ST, HADFIELD**

Congratulations in regards to your purchase of the above property.

We have enclosed an executed copy of the Contract of Sale for your records, and we have sent a scanned copy to your solicitor.

We confirm that the balance of the deposit being \$75,000 is due on 22<sup>nd</sup> October 2018. Please organise payment of the deposit into the below account on or before the due date:

Accrue Real Estate Sales Trust Account  
Bank: Westpac  
BSB: 033305  
Account No: 552165

**Please ensure you send a copy of the remittance advice so we can identify the funds and write you a receipt accordingly.** Alternatively you may prepare a Bank Cheque for the same amount and prepare this in the name of Accrue Real Estate Sales Trust Account.

Should you have any further queries please do not hesitate to contact me.

Yours faithfully,

Peter Haidary  
Contracts Administrator

SMSF  
12.10.18 \$40,000  
13.10.18 \$35,000  

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\$75,000

## **Contract of Sale of Real Estate**

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**AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)**  
*Vendor*

**LOT 1 /122 MIDDLE STREET, HADFIELD 3046**  
*Property*

**Vicland Conveyancing**  
Office 8/315 Barry Road  
Campbellfield 3061

**Tel : 9357 7500**  
**Fax: 9357 9353**  
**Our ref: 15799**

**[info@viclandconveyancing.com.au](mailto:info@viclandconveyancing.com.au)**

# CONTRACT OF SALE OF REAL ESTATE

Property address: Lot <sup>1</sup> /122 Middle Street Hadfield 3046

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions in Form 2 of the Estate Agents (Contracts) Regulations 2008; and
- Vendor's Statement required by Section 32(1) of the Sale of Land Act 1962, as attached

and in that order of priority.

## SIGNING OF THIS CONTRACT

**WARNING: THIS IS A LEGALLY BINDING AGREEMENT, YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.**

Purchasers should ensure that, prior to signing this contract, they have received a copy of the full terms 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 the terms of this contract.

SIGNED BY THE PURCHASER: .....

Print name(s) of person(s) signing: .....

State nature of authority, if applicable .....

This offer will lapse unless accepted within [ 10 ] clear business days (3 clear business days if none specified)

SIGNED BY THE VENDOR: .....

Print name(s) of person(s) signing: AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)

State nature of authority, if applicable .....

The DAY OF SALE is the date by which both parties have signed this contract.

## IMPORTANT NOTICE TO PURCHASERS

**Cooling-off period (Section 31 of the 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 primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

# PARTICULARS OF SALE

## VENDOR'S ESTATE AGENT

Name:

Address:

Email:

Tel:

Mob:

Fax:

Ref:

## VENDOR

Name: AUSTVIC CONSTRUCTION PTY LTD (ACN: 151 572 093)

Address: 1/13 Drina Street Strathmore 3041

## VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

Name: Vicland Conveyancing

Address: Office 8/315 Barry Road, Campbellfield Victoria 3061

Email: Info@viclandconveyancing.com.au

Tel: (03) 9357 7500 Mob: 0433 680 390 Fax: (03) 9357 9353 Ref: 15799

*AS [Signature]*

## PURCHASER

Name: Ricky Oliver Stephens and Tereasa Jane Humphrey and/or Nominee

Address: 5 Gibbs Road, Yarra Glen, Vic, 3775

## PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name: First Class Legal

Address: 13 Blackburn road, Blackburn, Vic

Email: tim@firstclasslegal.com.au

Tel: 1300-956-321

Mob:

Fax:

Ref:

## LAND (general conditions 3 and 9)

The land is -

Described in the table below -

Certificate of PARENT Title reference	being lot	on PROPOSED PLAN
Volume 09221 Folio 313	1	PS813676G
Volume	Folio	

OR

described in the copy title(s) and plan(s) attached to the Vendor's Statement if no title or plan references are recorded in the table above or if the land is general law land.

The land includes all improvements and fixtures.

## PROPERTY ADDRESS

The address of the land is: Lot 1 /122 Middle Street Hadfield 3046

**GOODS SOLD WITH THE LAND** (general condition 2.3(f)) (list or attach schedule)

Refer to attached list of inclusions

**PAYMENT** (general condition 11)

Price \$ 755,000

Deposit \$ 75,500 by ..22.... / ..10.... / 20..18.... (of which \$ .500... has been paid)

Balance \$ 679,500 payable at settlement

RS JH HTA

**GST** (general condition 13)

The price includes GST (if any) unless the words 'plus GST' appear in this box

If this sale is a sale of a 'farming business' or 'going concern' then add the words 'farming business' or 'going concern' in this box

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

MARGIN SCHEME

**SETTLEMENT** (general condition 10)

is due on

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision and certificate of occupancy (if applicable).

**LEASE** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words 'subject to lease' appear in this box in which case refer to general condition 1.1.

If 'subject to lease' then particulars of the lease are\*:

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

\*residential tenancy agreement for a fixed term ending on ....., / ....., /20.....

OR

\*periodic residential tenancy agreement determinable by notice

OR

\*lease for a term ending on ....., / ....., /20..... with [.....] options to renew, each of [.....] years.

**TERMS CONTRACT** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words 'terms contract' in this box, and refer to general condition 23 and add any further provisions by way of special conditions.

~~**LOAN** (general condition 14)~~

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

~~Lender: .....~~

~~Loan amount: \$ ..... Approval date: ..... / ..... /20.....~~

RS JH HTA