

CONTRACT OF SALE OF REAL ESTATE

– VERSION 2

Property: Lot 95, Fake Rise, VIC 3336

Project: Fake Rise Estate

Vendor: BuildWell Developments Pty Ltd (ACN 009 888 777)

Purchasers: John Smith & Jane Smith

Date: 12 January 2025

1. Particulars of Sale

1.1 Vendor

BuildWell Developments Pty Ltd

ACN 009 888 777

Level 12, 400 Collins Street, Melbourne VIC 3000

1.2 Purchasers

John Smith

Email: johnsmith@gmail.com

Mobile: +61 411 222 333

Jane Smith

Email: janesmith@gmail.com

Mobile: +61 422 333 444

1.3 Property

Lot Number: **95**

Estate: Fake Rise Estate

Address: Fake Rise, VIC 3336

Tenancy Split: **90/10** (as per Expression of Interest)

1.4 Price

Total Purchase Price: **AU\$550,000.00**

Land Price: **AU\$250,000.00**

Build Price: **AU\$300,000.00**

1.5 Finance Terms

This Contract is **NOT subject to finance**, as confirmed in the Expression of Interest received.

1.6 Deposit

EOI Deposit Paid: **\$1,000.00**

Build Deposit Amount: **\$16,000.00**

Balance Deposit Amount: **\$17,000.00**

Total Deposit Required: **\$34,000.00**

1.7 Solicitor for Purchaser

Big Legal Firm

Solicitor: Michael Ken

Email: michael@biglegalfirm.com.au

Phone: 0488 999 777

2. General Conditions

2.1 Vendor's Obligations

The Vendor agrees to provide all necessary disclosure documents and comply with the Sale of Land Act and all associated legislation applicable in Victoria.

2.2 Purchasers' Acknowledgment

The Purchasers acknowledge that:

- a) they have signed an Expression of Interest indicating their intention to purchase the Property;
- b) the details above reflect their nominated entity and agreed terms;
- c) they are responsible for obtaining legal advice through their appointed solicitor.

2.3 Cooling Off

Cooling-off provisions apply in accordance with Victorian legislation unless expressly excluded.

2.4 Variations

Any variation to this contract must be agreed in writing by both parties.

No verbal modifications are enforceable.

3. Special Conditions

3.1 Build Contract

The Purchasers agree to enter into a separate Building Contract with the nominated builder approved by the Vendor.

3.2 Sunset Clause

The anticipated title release is between 12–18 months from execution.

If titles are delayed beyond this period, the Vendor may extend deadlines in accordance with legislation.

3.3 GST

The parties agree the price is inclusive of GST unless otherwise stated.

3.4 Foreign Buyer Surcharge

The Purchasers confirm they are NOT foreign purchasers for purposes of Victorian stamp duty surcharge.

4. Disclosure Statement (Section 32 Summary – Hybrid)

The Vendor discloses:

- Planning permits affecting the land
- Covenants and easements registered on title
- Standard developer guidelines applicable to Fake Rise Estate
- Estimated completion timeline for civil works

A full Section 32 Vendor Statement is attached.

5. Execution

Executed as a Contract on 12 January 2025

Vendor Signature

Authorised Officer

BuildWell Developments Pty Ltd

Date: _____

Purchaser Signatures

John Smith

Signature

Date: _____

Jane Smith

Signature

Date: _____
