

## PROPERTY SALE GUIDELINES

It is the responsibility of the **VENDOR** to notify **Sandhurst Club Membership Services** in writing of an intention to sell a property whether it be a vacant (unimproved) or house and land (improved). It is not the responsibility of the estate agent or conveyancer.

### SECTION 1 - VACANT LAND (UNIMPROVED)

1. Each member of Sandhurst Club Ltd must not sell a Lot within two years of the Settlement Date without completing construction of a Residence on that Lot in accordance with this Residential Code, unless Sandhurst Club Ltd is reasonably satisfied that one of the following applies:

#### Reference Restrictions on Sale Section 7 Residential Code

- 7.1 the Member is selling that Lot to a relative of the Member. The term "relative" for the purposes of this Rule means a person defined in section 3 of the *Duties Act 2000* (Vic);
- 7.2 the Member is forced to sell that Lot for one of the following reasons:
  - 7.2.1 the financial indebtedness of a Member or a relative of a Member;
  - 7.2.2 the death of a Member or a relative of a Member;
  - 7.2.3 a Member is no longer able to live in the State of Victoria or
- 7.3 the Member is a registered builder who is selling a house and land package before or during construction of a Residence; or
- 7.4 any other reason accepted by the Sandhurst Club Ltd;

PROVIDED ALWAYS that the Member has provided a written statement (in the form stipulated from time to time by Sandhurst Club Ltd) to the Sandhurst Club Ltd or its manager fully stating the circumstances and that the Sandhurst Club Ltd has confirmed in writing that it is reasonably satisfied as to the contents of that statement before any sale proceeds.

- 7A A Member who is permitted to sell a Lot pursuant to Rule 7 must have paid to Sandhurst Club Ltd the sum of \$450 (plus GST) being the expenses of Sandhurst Club Ltd in processing the house plans to be prepared for consideration by the Sandhurst Club Ltd Architectural Review Committee.
- 7B A Member who is granted consent by Sandhurst Club Ltd to sell their Lot within 2 years of the settlement date of their Lot without completing construction of a Residence on that Lot must, upon such approval being granted by Sandhurst Club Ltd, pay to Sandhurst Club Ltd an amount equivalent to 2 years Subscription Fees.
- 7C If a Member sells, transfers or otherwise disposes of their Lot, the Member must also ensure that they also transfer to their purchaser, transferee or donee their Resident Membership applicable to the Member's Lot in accordance with Clause 13.2 of the Constitution.

### 2. Request to Sell Vacant Land Write To

Sandhurst Club Limited, Membership Services Manager, 75 Sandhurst Boulevard Sandhurst Vic 3977

### 3. What is Required

Please provide:

- a. Statutory Declaration incorporating a written statement stating the circumstances for your need to sell.
- b. Provide additional information in support of your reason to sell.

4. **Processing Time** Requests are reviewed on a monthly basis and responses will be supplied in writing. This process can take 3-4 weeks.

5. **Who Can Sell My Property** You can select any real estate agent to sell your property once approval has been granted.



Sandhurst Club reserves the right to vary this information sheet at anytime as required without notice.

Sandhurst Club Limited

Proudly Managed By: PGA LINKS Management Pty Ltd ACN: 099 690 301  
75 Sandhurst Boulevard SANDHURST VIC 3977 Phone: 03 8787-7011 Fax: 03 8787-7033



**PROPERTY SALE GUIDELINES****SECTION 2 - HOUSE AND LAND (IMPROVED)****1. It is the responsibility of the VENDOR (seller) to –**

- a. Notify Sandhurst Club Ltd of an intention to sell.
- b. Ensure the home & property meets all the requirements of Compliance as determined by Sandhurst Club Ltd Architectural
- c. Review Committee and outlined in the Sandhurst Club Ltd Residential Code and Homeowner Building Code and or its representatives.

**2. What is Required**

- a. Provide a written statement of an intention to sell the property. Please include your contact details, the name of your Estate Agent and Conveyancer as soon as this information is known.
- b. Copy of Certificate of Occupancy.
- c. Copy of Certificate of Compliance Recycled Water Connection (includes fittings and connections to allow toilet flushing and garden irrigation.)
- d. Confirmation the home & property meets all the requirements of Compliance as determined by Sandhurst Club Ltd Architectural Review Committee and outlined in the Sandhurst Club Ltd Residential Code and Homeowner Building Code. A Compliance inspection may be required by the Sandhurst Club Ltd Architectural Review Committee and or its representatives to ensure compliance. Additional costs may occur and payment will be required prior to the release of the report.

Should Sandhurst Club not have the above documentation it is the Vendors responsibility to follow up with the relevant authorities.

**3. Notification of Sale Please Write To**

Sandhurst Club Limited  
Attention: Lisa Gleeson – Membership Services Manager  
75 Sandhurst Boulevard Sandhurst Vic 3977  
Phone: 8787-7011 Fax: 8787-7033

**4. Who Can Sell My Property**

You can select any real estate agent to sell your property once approval has been granted.



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**PROPERTY SALE GUIDELINES****SECTION 3 - CONDITIONS OF SALE**

Please note that if the Conditions of Sale are not met this could delay the processing of amending the Club records and transferring the Residential Share to the purchaser.

1. The contract of sale for the property shall contain the following provisions:
  - a. The inclusion of the Sandhurst Club Limited Constitution
  - b. The inclusion of the Sandhurst Club Limited Residential Code
  - c. The transfer of your resident share & membership in Sandhurst Club to your proposed purchaser
2. Compliance with Rule 8.4 of the Sandhurst Residential Code and Signboard Operation Policy.
3. Upon entering into a Contract of Sale with a purchaser complete and return to Membership Services the Purchasers Contact Form.
4. Prior to placing the property on the market the Vendor should ensure all monies due to Sandhurst Club Limited have been paid.
5. **20 working days** prior to settlement occurring the Vendor must ensure that a Form 1 Pre Sale Certificate Request Form has been submitted and the appropriate administration fee paid. Certificates will be issued via fax to the representatives of the vendor and Purchaser upon contact details being supplied.

The Form 1 Certificate is similar to an Owners Corporation Certificate outlining fees due and payable to Sandhurst Club and well as highlighting any matters of non-compliance with regards to the Club Constitution, Residential and Building Codes

6. Please supply to Sandhurst Club Limited Membership Services Manager, 75 Sandhurst Boulevard, Sandhurst, Vic 3977 the following within 7 days of settlement:
  - a. a copy of the Transfer of Land or Notice of Acquisition form including settlement date and purchasers contact details and;
  - b. original Transfer of Share form and original Share Certificate in the Vendors name.\*
  - c. Notification that any matters of non compliance set out in the Form 1 Certificate have been rectified to the satisfaction to the Architectural Review Committee and or its representative.

\* If original documents aren't available a Statutory Declaration is required to be submitted in its place stating the reason why the original document(s) are not available.

Only once all the above documents are received in full will the Residential Share and Membership be transferred to the purchase and access granted to Club facilities.

**Further Enquiries**

Lisa Gleeson – Membership Services Manager 03 8787 7011



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**PROPERTY SALE GUIDELINES****Purchasers Contact Form**

**MUST BE COMPLETE UPON ENTERING INTO A CONTRACT OF SALE AND RETURNED TO  
SANDHURST CLUB MEMBERSHIP SERVICES 75 SANDHURST BLVD, SANDHURST VIC 3977 OR FAX 8787 7033.**

**PROPERTY DETAILS**

Lot Number \_\_\_\_\_ Street Address \_\_\_\_\_  
Settlement Scheduled Date \_\_\_\_\_

**PURCHASERS DETAILS** – please complete for all purchasers as will appear of Title

Title (s) \_\_\_\_\_  
Surname(s) \_\_\_\_\_  
Given Names \_\_\_\_\_  
Known As \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Suburb / State / Postcode \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

**PURCHASERS DETAILS** – please complete for all purchasers as will appear of Title

Title (s) \_\_\_\_\_  
Surname(s) \_\_\_\_\_  
Given Names \_\_\_\_\_  
Known As \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Suburb / State / Postcode \_\_\_\_\_  
Email Address \_\_\_\_\_  
Date of Birth \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work \_\_\_\_\_ Mobile \_\_\_\_\_

**PURCHASERS SOLICITOR / AGENT / CONVEYANCER**

Company \_\_\_\_\_  
Contact \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Suburb / State / Postcode \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_



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