Dated: INSERT 2021

BETWEEN

DEBORAH ANNE BRUNT

AND

[PURCHASER]

AGREEMENT FOR SALE AND PURCHASE OF HOUSE

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Pogson Cronin Kerr
SOLICITORS & NOTARY

Pogson Cronin Kerr
Solicitors & Notary
PO Box 78
Lavington NSW 2641
Tel: (02) 6049 4400
Email: charlotte@pcksolicitors.com.au
Our ref: 108016-1 CM

CONTRACT FOR SALE AND PURCHASE OF HOUSE

Date of Contract	**INSERT 2021**
Vendor's agent	RUDY YONSON REAL ESTATE 885 Mate Street, North Albury NSW 2640
Vendor	DEBORAH ANNE BRUNT Unit 29/7 Catherine Crescent, Lavington NSW 2641
Vendor's solicitor	POGSON CRONIN KERR Solicitors & Notary PO Box 78, LAVINGTON NSW 2641 P: (02) 6049 4400 E: charlotte@pcksolicitors.com.au REF: 108016-1 CM
Date for Completion	Pursuant to Clause 10 of Contract
Residential Address	House located at 29/7 Catherine Crescent, Lavington NSW 2641
Improvements	Home unit
Inclusions	Blinds, built in robes, clothes line, dishwasher, fixed floor coverings, insect screens, light fittings, rangehood, split system reverse cycle air conditioner, gas hot plates, electric oven, plantation shutters, ceiling fans x 2
Purchaser	INSERT NAME INSERT ADDRESS
Purchaser's solicitor	INSERT NAME INSERT ADDRESS P: INSERT E: INSERT REF: INSERT
Price	$INSERT
Deposit	$INSERT pursuant to clause 5
Balance	$INSERT

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TERMS AND CONDITIONS

1. SALE AND PURCHASE

The Vendor agrees to sell, and the Purchasers agrees to purchase the House at the Site at 29/7 Catherine Crescent, Lavington NSW 2641 **("the Site")** for the Price on page 2 of this Contract.

2. GST

The parties agree this sale is not a taxable supply because the sale is made by a Vendor who is neither registered nor required to be registered for GST.

3. RESIDENTIAL SITE AGREEMENT

The Purchasers acknowledges that this sale is not the sale of land but is sale of a house located the Site pursuant to a Residential Site Agreement under the *Residential (Land Lease) Communities Act 2013* and the *Residential (Land Lease) Communities Regulation 2015*.

3.1 The Purchasers agree they will take all reasonable endeavours to enter into a Residential Site Agreement with the Operator of the Site referred to in Condition 4.2 within seven (7) days of the date of this Contract or any extension agreed by the parties.

3.2 In the event that the Purchasers have not entered a Residential Site Agreement with respect to the Site after seven (7) days either party may upon notice in writing to the other terminate this contract and all monies paid under the contract shall be refunded to the Purchasers.

3.3 In the event the Purchasers has not entered a Residential Site Agreement with respect to the Site within seven (7) days and has not given notice to the Vendor in writing, the Vendor may rescind this Contract and the deposit shall be forfeited to the Vendor.

4. CONDITIONAL CONTRACT

This Contract is subject to:

4.1 The Purchasers being provided with a Disclosure Statement by the Operator of the Site as required under Section 21(2) of the *Residential (Land Lease) Communities Act 2013*; and

4.2 The Purchasers entering into a Residential Site Agreement with the Operator as required under *Residential (Land Lease) Communities Regulation 2015*.

5. DEPOSIT

5.1 The Purchasers must pay the Deposit to the Agent as Stakeholder.

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5.2 The parties agree that the deposit of $INSERT is to be paid on or before the Contract Date.

5.3 If the Purchasers default in the observance or performance of any obligation hereunder which is or has become essential, and the Vendor terminates the Contract under Clause 7, then the balance of the deposit becomes immediately payable upon termination.

6. CLAIMS AND WARRANTIES

6.1 The Purchasers acknowledges having inspected the house and agrees that in entering this Contract the Purchasers have not relied on any statement, representation or warranty made by or on behalf of the Vendor other than set out in this Contract.

6.2 The Purchasers accept the House in its present condition and state of repair and shall make no objection or requisition or claim for compensation in respect thereof.

6.3 The Purchasers otherwise have no right to bring any claims in respect to the House.

6.4 The Purchasers shall not make any claims of any nature with respect to the Site or any Residential Site Agreement entered into between the Purchasers and the operator of the Site.

7. PURCHASERS DEFAULT

If the Purchasers do not comply with this Contract in an essential respect, the Vendor can terminate by serving a Notice to Complete which shall be sufficient as to the time if fourteen (14) days from receipt of the Notice is allowed for Completion. If the Notice is not complied with, the Vendor can terminate this Contract after which the Vendor can:

7.1 Keep or recover the deposit (to maximum 10% of the Price).

7.2 Hold any other money paid by the Purchaser under this Contract as security for anything recoverable under this clause:

7.2.1 For twelve (12) months after termination; or

7.2.2 If the Vendor commences proceedings under this clause within twelve (12) months, until those proceedings are concluded; and

7.3 Sue the Purchasers:

7.3.1 Where the Vendor has resold the House under a Contract made within twelve (12) months of termination to recover –

7.3.1.1 The deficiency on resale; and

7.3.1.2 The reasonable costs and expenses arising out of the Purchasers' non-compliance with this Contract or the Notice and of resale and in any attempt of resale; or

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7.3.1.3 Damages for breach of Contract.

8. RESTRICTIONS ON RIGHTS OF THE PURCHASERS

The parties agree and acknowledge that the House, furnishings and inclusions are sold in their present condition and state of repair and as they stand in every respect and subject to any defects whether latent or patent and the Vendor shall not be bound by any advertisement or representation made or given by the agent or any third party on behalf of the Vendor at any time. The Purchasers cannot make any claim or requisition or rescind or terminate in respect of:

8.1 The ownership of location of any fence as defined in the Dividing Fences Act 1991.

8.2 Services for the House being a joint service passing through another site, or any service for another site passing through the site in which the House is located for electricity, garbage, gas, oil, radios, sewerage, telephone, television, internet or water service.

8.3 Any change in the House due to fair wear and tear before completion.

8.4 A promise, representation or statement about this Contract, the House, the Site not set out or referred to in this Contract.

8.5 Any arrangements between the Operator of the Site or matters Disclosed by the Site Operator in the Disclosure Statement provided to the Purchasers.

8.6 Anything, the substance of which is disclosed in this Contract.

8.7 The Purchasers cannot rescind or terminate only because of a defect in title or quality of the inclusions in the House.

9. ADJUSTMENTS

9.1 The Vendor is entitled to rents and profits and will be liable for any expenses in regards to the Site Agreement up to the date of Completion which shall be the Adjustment Date.

9.2 The parties must make necessary adjustments on Completion which will include Adjustments of the Site fees.

9.3 On Completion, the last bill for water, sewerage or drainage or usage charge for a period ending before the adjustment date, the Vendor is liable for the amount calculated by dividing the bill by the number of days in the period and then multiplying by the number of unbilled days up to and including the Adjustment Date.

10. DATE FOR COMPLETION

10.1 The Date for Completion is INSERT or earlier by agreement.

10.2 The parties must complete by the Date for Completion and, if they do not, a party can serve a Notice to Complete if that party is otherwise entitled to do so.

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11. COMPLETION

11.1 On Completion the Vendor transfers to the Purchasers on payment of the balance of the Price the House by reason of possession.

11.2 Ownership does not pass until Completion and payment of the balance of the Price.

11.3 On Completion, the Purchasers must pay to the Vendor the Price less any Deposit paid and any Adjustments.

11.4 The place of Completion will be as directed by the Vendor which will be completed by electronic funds transfer.

12. POSSESSION

The Vendor must give the Purchasers vacant possession of the House on Completion.

13. RESCISSION OF CONTRACT

13.1 If this Contract expressly gives a party a right to rescind, the party can exercise the right:

13.1.1 Only by serving notice before completion; and

13.1.2 In spite of making any claim or requisition, any attempt to satisfy any claim or requisition, any arbitration, litigation, mediation, negotiation or by giving or taking possession.

13.2 If a party exercises a right to rescind expressly given by this Contract or any Legislation the deposit and any monies paid by the Purchasers under this Contract:

13.2.1 is forfeited to the Vendor if the Vendor is entitled to rescind the Contract; or

13.2.2 is refunded to the Purchasers if the Purchasers are entitled to rescind this Contract.

14. ELECTRONIC TRANSACTION

This transaction is to be conducted as an electronic transaction in which case the parties agree that money payable under the Contract will be paid by electronic transfer, including communication as to completion is relayed electronically by email as directed by the solicitor for the Vendor.

15. INTEREST

If the Purchasers do not pay the Price or any part thereof on the due date fixed for Completion, the Purchasers agrees to pay interest at the rate mentioned in regulation 36.7 of the *Uniform Civil Procedure Rules 2005* computed at daily rates on the amounts not paid from the time it fell due until payment without prejudice to the Vendor's other rights under Clauses 8 and 13 hereof to terminate this Contract.

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16. GOVERNING LAW

This Agreement is governed and construed in accordance with the law of New South Wale and each of the parties hereby submits to the jurisdiction of the Courts of New South Wales.

17. ENTIRE AGREEMENT

The parties agree that this Agreement constitutes the entire Agreement between them in relation to the Loan, to the exclusion of any and all other representations or statements.

18. ALTERATIONS

The parties acknowledge that this Agreement cannot be amended, modified or supplemented except by Deed executed by them (or persons duly authorised by them).

EXECUTED AS AN AGREEMENT

VENDOR:

Signed by **DEBORAH ANNE BRUNT** in the presence of:)
)
)

.....
DEBORAH ANNE BRUNT

.....
WITNESS

PURCHASER:

Signed by **INSERT** in the presence of:)
)
)

.....
INSERT

.....
WITNESS

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