

PROPERTY SALE AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Australian Business Number (ABN) / Identification No.: _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Australian Business Number (ABN) / Identification No.: _____

Address: _____

Phone/Email: _____

Property Information:

Property Address: _____

Lot and Plan Number: _____

Title Reference: _____

Zoning and Land Use: _____

Purchase Price and Payment Terms:

Purchase Price: _____ AUD

Deposit Paid: _____ AUD

Balance Payment Method and Schedule: _____

Clause 1 – Agreement to Sell and Purchase

The Seller agrees to sell and the Buyer agrees to purchase the property described above, including all buildings, fixtures, and improvements, on the terms and conditions set forth in this Agreement. The Seller warrants that they are the lawful owner and have full authority to sell the property.

Clause 2 – Condition of Property

The Property is sold in its current condition with all existing faults and defects, known and unknown. The Buyer acknowledges they have had the opportunity to inspect the Property and accepts it AS IS, WHERE IS, subject to statutory warranties under Australian law.

Clause 3 – Title and Ownership

The Seller guarantees that the Property is free from all encumbrances, liens, charges, mortgages, or other interests except as disclosed to the Buyer in writing prior to execution of this Agreement.

Clause 4 – Inspections and Due Diligence

The Buyer has the right to conduct any inspections, surveys, and investigations of the Property at their own cost prior to settlement. The Seller agrees to provide reasonable access for this purpose.

Clause 5 – Deposit

The Deposit amount specified above shall be paid by the Buyer upon execution of this Agreement, to be held in trust by the nominated stakeholder until settlement.

Clause 6 – Settlement

Settlement shall occur at the time and place agreed by the parties or by default as prescribed by the relevant Australian legislation. At settlement, the balance of the Purchase Price shall be paid, and the Seller shall deliver vacant possession along with all necessary documents to transfer title.

Clause 7 – Risk

Risk in the Property shall pass from the Seller to the Buyer upon settlement and completion of legal transfer of title.

Clause 8 – Adjustments

Adjustments for rates, taxes, utilities, and other outgoings shall be calculated as at the date of settlement and apportioned accordingly between the parties.

Clause 9 – Representations and Warranties

The Seller makes no representations or warranties except those expressly stated in this Agreement or required by law. The Buyer acknowledges reliance solely upon their own enquiries and inspections.

Clause 10 – Default and Remedies

If the Buyer defaults in payment or performance, the Seller may terminate this Agreement and retain the Deposit as liquidated damages. If the Seller defaults, the Buyer may seek specific performance or damages as permitted by law.

Clause 11 – Notices

All notices under this Agreement shall be in writing and delivered personally, by prepaid post, or by email to the addresses provided by the parties.

Clause 12 – Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations and understandings. Amendments must be in writing and signed by both parties.

Clause 13 – Governing Law and Jurisdiction

This Agreement is governed by the laws of the Commonwealth of Australia and the relevant State or Territory laws. The parties submit to the exclusive jurisdiction of the courts of that jurisdiction.

Clause 14 – Confidentiality

The parties agree to keep the terms of this Agreement and any related information confidential except as required by law or for the purpose of enforcement.

Clause 15 – Severability

If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 16 – Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which constitute one instrument.

Clause 17 – Further Assurances

The parties agree to execute all further documents and do all acts necessary to give effect to this Agreement.

Clause 18 – Costs

Each party shall bear their own legal and other costs incurred in the negotiation and execution of this Agreement unless otherwise agreed.

Clause 19 – Privacy

The parties consent to the collection, use, and disclosure of their personal information for the purposes of this transaction in accordance with Australian Privacy Principles.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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