

GRANNY FLAT INTEREST AGREEMENT

Location: _____ Parties: _____

Owner Information:

Full Name: _____

Address: _____

Contact Phone/Email: _____

Granny Flat Interest Holder Information:

Full Name: _____

Address: _____

Contact Phone/Email: _____

Property Information:

Address of Property: _____

Title Reference / Lot Number: _____

Interest Details:

Nature of Interest: _____

Proportion or Percentage: _____

Purpose of Interest: _____

Payment Terms:

Consideration Amount (if any): _____ AUD

Payment Method and Schedule: _____

Clause 1 – Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply: “Owner” means the registered proprietor of the land; “Interest Holder” means the person granted an interest in the granny flat as specified herein; “Premises” means the property described above.

Clause 2 – Grant of Interest

Owner hereby grants to the Interest Holder an interest in the granny flat located on the Premises, subject to the terms and conditions of this Agreement and enforceable in accordance with the laws of Australia.

Clause 3 – Use of Premises

The Interest Holder is entitled to occupy the granny flat for residential purposes only, and use any shared facilities in a reasonable manner. The Interest Holder must comply with all applicable laws, by-laws and rules relating to the Premises.

Clause 4 – Payment Obligations

The Interest Holder agrees to pay the consideration amount (if any) and other charges as set forth in the Payment Terms section, in the manner and timing agreed herein.

Clause 5 – Maintenance and Repairs

The Owner shall be responsible for maintaining the structural integrity of the Premises and the granny flat. The Interest Holder shall keep the granny flat and any personal property therein in a clean and tidy condition and promptly notify the Owner of any damage or repair needs.

Clause 6 – Insurance

The Owner shall maintain appropriate insurance coverage for the Premises. The Interest Holder is advised to obtain their own contents insurance for personal belongings.

Clause 7 – Term and Termination

This Agreement shall continue in effect until terminated by mutual agreement or pursuant to applicable law. Either party may terminate this Agreement in accordance with relevant legislation, subject to providing proper notice.

Clause 8 – Rights and Restrictions

The Interest Holder shall not assign, transfer, or sublet their interest without prior written consent from the Owner. The Interest Holder shall not make structural changes or additions to the granny flat without written approval.

Clause 9 – Dispute Resolution

In the event of any dispute arising out of or relating to this Agreement, the parties agree to attempt resolution by mediation before commencing legal proceedings.

Clause 10 – Governing Law

This Agreement is governed by and construed in accordance with the laws of the State or Territory of Australia in which the Premises is located.

Clause 11 – Notices

All notices under this Agreement must be in writing and delivered personally, by post, or by electronic means to the addresses of the parties as specified herein or as otherwise notified in writing.

Clause 12 – Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the granny flat interest and supersedes all prior discussions, agreements, or understandings.

Clause 13 – Amendments

Any amendments to this Agreement must be in writing and signed by both parties to be effective.

Clause 14 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Clause 15 – Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one and the same instrument.

Clause 16 – Signatures

The parties have executed this Agreement as a deed on the date first written above by their duly authorised representatives.

Schedule 1 – Premises Description

A full legal description of the Premises including address, lot number, and title reference.

Schedule 2 – Interest Holder Details

Full details of the Interest Holder including full name, address, and contact details.

Schedule 3 – Payment Schedule

Details of any payments to be made under this Agreement including amounts, dates, and payment methods.

Schedule 4 – Special Conditions

Any additional terms, conditions or special provisions agreed by the parties and attached hereto.

OWNER'S SIGNATURE

INTEREST HOLDER'S SIGNATURE

Signature: _____

Signature: _____

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