

PROPERTY SETTLEMENT AGREEMENT

Location: _____ Date: _____

Seller Information:

Full Name: _____

Australian Business Number (ABN) / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Buyer Information:

Full Name: _____

Australian Business Number (ABN) / ACN (if applicable): _____

Address: _____

Phone/Email: _____

Property Information:

Street Address: _____

Title Reference / Certificate of Title Number: _____

Lot/Plan Number: _____

Zoning and Land Use Description: _____

Purchase Price and Payment Terms:

Purchase Price: _____ AUD

Deposit Amount: _____ AUD

Balance Due at Settlement: _____ AUD

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 on the terms and conditions contained in this Agreement.

Clause 2 – Deposit

The Buyer shall pay a deposit as specified above, which shall be held in trust by the Seller's agent or nominated stakeholder until settlement.

Clause 3 – Settlement Date and Place

Settlement shall take place at a time and location agreed by the parties, but no later than the date stipulated in this Agreement.

Clause 4 – Title and Possession

The Seller agrees to provide good and marketable title on settlement. Possession of the property shall pass to the Buyer on settlement.

Clause 5 – Adjustments

Rates, taxes, water rates, and other outgoings shall be adjusted between the parties as at settlement.

Clause 6 – Risk

The risk in the property shall pass to the Buyer on settlement and possession.

Clause 7 – Representations and Warranties

The Seller represents that the property is not subject to any encumbrances, orders, notices or claims that would adversely affect the Buyer's use or enjoyment, other than those disclosed to the Buyer.

Clause 8 – Building and Pest Inspection

The Buyer may, at Buyer's expense, conduct building and pest inspections within a time frame agreed by the parties. If defects are found, the Buyer may request remedies or terminate this Agreement.

Clause 9 – Finance

This Agreement is conditional upon the Buyer obtaining finance approval on terms acceptable to the Buyer by the specified date.

Clause 10 – Default

If the Buyer fails to complete settlement in accordance with this Agreement, the Seller may retain the deposit as liquidated damages or pursue other remedies. If the Seller defaults, the Buyer may seek damages or specific performance.

Clause 11 – Notices

All notices under this Agreement shall be in writing and delivered personally, by post, or by electronic means to the addresses specified by the parties.

Clause 12 – Entire Agreement

This Agreement contains the entire understanding between the parties and supersedes all prior discussions and agreements.

Clause 13 – Governing Law

This Agreement is governed by the laws of the Commonwealth of Australia and the relevant State or Territory laws.

Clause 14 – Waiver of Jury Trial

To the maximum extent permitted by law, each party waives any right to a trial by jury in any dispute arising out of or relating to this Agreement.

Clause 15 – Severability

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

Clause 16 – Counterparts

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

Clause 17 – Special Conditions

Any special conditions agreed in writing by the parties and attached to this Agreement form part of this Agreement.

Clause 18 – Costs

Unless otherwise agreed, each party shall bear its own costs in relation to the negotiation and execution of this Agreement.

Clause 19 – Privacy

The parties consent to the use and disclosure of their personal information as required for the purposes of this Agreement and compliance with legal obligations.

Clause 20 – Execution

The parties acknowledge that this Agreement is legally binding and enforceable upon execution by both parties.

SELLER'S SIGNATURE

BUYER'S SIGNATURE

Signature: _____

Signature: _____

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