

**REAL ESTATE PURCHASE AND SALE AGREEMENT**  
**(FOR RESIDENTIAL LOTS IN A COMMUNITY DEVELOPMENT SCHEME)**

1. In this Purchase and Sale Agreement (the "Agreement"),
  - (a) "Address for Service" (including telephone number, fax number, and email address)
    - (i) in the case of the Seller means:  
[insert complete details]
    - (ii) in the case of the Purchaser means:  
[insert complete details]
    - (iii) in the case of the Seller's Agent means:  
[insert complete details]
    - (iv) in the case of the Purchaser's Agent means:  
[insert complete details]
    - (v) in the case of the Seller's Solicitor means:  
[insert complete details]
    - (vi) in the case of the Purchaser's Solicitor means:  
[insert complete details]
  - (b) "Adjustment Date" means the earlier of:
    - (i) the possession date as given to the Purchaser; or
    - (ii) the Settlement Date.
  - (c) "Balance Purchase Price" means the amount payable by the Purchaser on the Settlement Date after the applicable Deposit has been deducted from, and all Adjustments have been either deducted from or added to, the Purchase Price of the Property.
  - (d) "Bank Bond" means a guarantee by the lender (issuer of the bank bond) that the Purchaser will pay the Deposit on the Settlement Date.
  - (e) "Body Corporate" means the body corporate created for the scheme. Specifically, Body Corporate No. [### ### ###]. See Schedule "E" herein for Body Corporate matters relevant to and/or affecting this Agreement.
  - (f) "Business Day" means a day of the week, other than Saturday, Sunday or any other day which is a statutory or municipal holiday in [state] or in the municipality in which the Property is located.
  - (g) "Deposit" means \$[##,###.##] paid in lawful money of Australia upon acceptance of this Agreement by the Purchaser.
  - (h) "Deposit Holder" means: [full legal name and address of Deposit Holder].

- (i) "Finance Date" means the date by which the Purchaser shall obtain approval for financing relative to the purchase of the Property. For the purposes of this Agreement, this date is the [##] day of [month], [year].
- (j) "Inspection Date" means the date by which inspections of the property by the Purchaser or property inspector shall be completed. For the purposes of this Agreement, the Inspection Date is the [##] day of [month], [year].
- (k) "Outgoings" means:
  - (i) all government and local government rates and charges on the scheme land including but not limited to land tax; water, sewer and general rates; fire levy; and all periodic charges up to and including the Adjustment Date; or
  - (ii) contributions, levied by the Body Corporate from time to time, to the administrative and sinking funds plus any special contributions levied by the Body Corporate under the Regulation Module or pursuant to applicable by-laws.
- (l) "Permitted Encumbrances" means the encumbrances listed in Schedule "C" herein.
- (m) "Property" means the property described in Schedule "B" hereto, together with all fixtures and buildings located thereon and including the Specific Chattels as described in Schedule "D" herein (the "Property"). Any chattels, and their improvements, not stated in Schedules "B" and "D" herein are deemed to not be a part of the Property.
- (n) "Purchase Price" means \$[###,###.##] in lawful money of Australia.
- (o) "Purchaser" means [full legal name of individual(s)/entity buying the Property].
- (p) "Seller" means [full legal name of individual(s)/entity selling the Property].
- (q) "Settlement Date" means the [##] day of [month], [year] OR [##] days from the date of this Agreement.
- (r) "Settlement Place" means [town or city].
- (s) "Specific Chattels" means the chattels described in Schedule "D" herein.
- (t) "Transfer Documents" means all documents required to transfer title of the Property to the Purchaser.

2. The Purchaser hereby offers to purchase the Property from the Seller, on the Settlement Date, free and clear of all liens and encumbrances, save and except for the Permitted Encumbrances in Schedule "C" herein and on the terms and conditions set forth in Schedule "A" herein.

**DATED** this [##] day of [month], [year].

\_\_\_\_\_  
(Purchaser Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
(Purchaser Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Purchaser Name)

\_\_\_\_\_  
Witness Name

**ACCEPTANCE**

Seller hereby accepts the foregoing offer.

**DATED** at [##:##] o'clock (a.m./p.m.) on the [##] day of [month], [year].

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Seller Name

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
(Seller Signature)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Seller Name

\_\_\_\_\_  
Witness Name

**SCHEDULE "A"**

**TERMS AND CONDITIONS OF SALE**

**1. Purchase Price**

1.1 The Purchase Price shall be payable as follows: