

AGREEMENT FOR POSSESSION BEFORE SETTLEMENT

BETWEEN

SELLER

BUYER

PROPERTY("the Property")

In relation to the Contract for
the sale of land/strata title dated/...../..... ("the Contract")

THE SELLER AND THE BUYER AGREE as follows:-

- 1 This Agreement varies the Contract. Words defined in the Contract have the same meaning in this Agreement.
- 2 The Seller grants the Buyer possession of the Property on and from the.....day of.....20..... ("Possession Date")
- 3 The Contract at Possession Date ceases to be subject to any condition for the Buyer's benefit other than those set out in the 2009 General Conditions (unless excluded in this agreement) and the Buyer will not be entitled to rescind or terminate the Contract for any reason, other than the Seller's default.
- 4 At Possession Date the Buyer accepts the Property on an "as is" basis and will not be entitled to rely on any pre-contractual or contractual representation made by the Seller or the Seller Agent and will make no claim against the Seller or the Seller Agent for any repairs, defects, errors or omissions in respect of the condition or character of the Property or for any Loss incurred after entering into this Agreement.
- 5 Upon the Possession Date, the Property will be at the risk of the Buyer. The Buyer indemnifies the Seller in respect of any Loss incurred in respect of the Property on and from the Possession Date.
- 6 In the event that Settlement is delayed beyond the Settlement Date, Clause 4 of the 2009 General Conditions will apply despite any rent being payable under Clause 9 of this Agreement.
- 7 The Parties agree that clause 5 of the 2009 General Conditions no longer applies to the Contract.
- 8 The Buyer acknowledges that
 - (a) pursuant to Clause 7 of the 2009 General Conditions, the Buyer will pay all Outgoings from and including the Possession Date. The Buyer will pay for all water consumption, telephone, electricity and gas charges from and including the Possession Date,
 - (b) pursuant to Clause 14.6 of the 2009 General Conditions, the Buyer must maintain the insurances specified in that Clause, and
 - (c) the Buyer will comply with the obligation in Clause 14.9 of the 2009 General Conditions.
9. The Buyer will pay to the Seller rent at the rate of \$ _____ per week/month payable weekly/monthly in advance from and including the Possession Date until Settlement.
10. The Settlement Date will be

(a) the date stipulated in the Contract, OR (delete one choice)

*(b) the day of.....20.....
11. If the Contract is terminated due to any default or repudiation of the Buyer, the Buyer will immediately vacate the Property and will make good any damage and reinstate any alterations to the Property to its original condition and pay any Loss to the Seller occasioned by the Buyer's occupation of the Property.
12. The Parties acknowledge that the Residential Tenancies Act 1987, does not apply to this Agreement.

BUYER [if a corporation, the Buyer executes this Agreement pursuant to s.127 of the Corporations Act.]

Witness

Date

.....
.....

SELLER [if a corporation, the Seller executes this Agreement pursuant to s.127 of the Corporations Act.]

Witness

Date

.....
.....