



## ANNEXURE T – TENANTED PROPERTY

This annexure forms part of the contract of sale ("contract")

**Seller(s):** GLENVILLE EDWARD AITKEN

**Buyer(s):** \_\_\_\_\_

**Address:** 22 Upwey Street, Wellard WA 6170

**1. The Buyers are aware and accept the following:**

- a. There are Tenants living at the Property and if they remain in the Property after Settlement, the Buyers will not get vacant possession. At the time of writing this offer there is \_\_\_\_\_ (number) Tenants residing at the Property.
- b. The Tenants are on a ~~\*periodical~~ / ~~\*fixed term lease~~ (if fixed term the expiry is 23 / 6 / 23). (~~\*Delete whichever is not applicable~~)
- c. The Tenants are paying \$ 420 per ~~\*week~~ / ~~\*fortnight~~ / ~~\*month~~ and there is a security bond of \$ \_\_\_\_\_ which is held with the Bond Administration. (~~\*Delete whichever is not applicable~~)
- d. The Tenants have ~~\*no pets~~ / ~~\*\_\_\_\_\_~~ (number) ~~pets~~ at the property including Do (type(s) of pets) (~~\*Delete whichever is not applicable~~)
- e. If the Buyer would like the property to be managed by Bremner Property Group Pty Ltd, it is recommended that a Management Authority is completed prior to Settlement.
- f. If the Tenants are on a periodical tenancy agreement then the Tenants can give 21 days Notice in writing to vacate the Property at anytime which could happen prior to Settlement and the Buyer does not hold the Seller liable if the Tenant vacates the Property prior to Settlement.

**2. The Seller(s) agrees to do the following prior to Settlement:**

- a. If any Bond money is not held at the Bond Administration as required then this money will be transferred to the Buyer so that the Buyer can deposit the money at the Bond Administration immediately after Settlement.
- b. If any Bond money is held at the Bond Administration then the Seller will complete Form 9 or other documentation for the Bond Administration to change the Lessor of the Property to the Buyers name from the date of Settlement.
- c. Provide a copy of the Property Condition Report to the Buyers no later than 5 days prior to Settlement. If the Seller does not provide the Property Condition Report by this time, then the Seller will compensate the Buyer \$300 through the Settlement proceeds to go towards the cost of the Buyer getting a Property Condition Report after Settlement.

**3. The Buyers are aware and accept that: (Delete A or B) - NOTE: Clause 3.b. cannot apply if a Fixed Term Tenancy is in place after Settlement**

- a. \*They will not get vacant possession of the Property at Settlement subject to Clause 1.f.
- b. \*They will get vacant possession of the Property at Settlement and the Seller accepts that they will give the Tenants 30 days Notice to vacate the Property within 2 Business Days after the Finance Approval date or if this Contract is not Subject to Finance, the Seller will give this Notice within 2 Business Days after the Buyers Deposit has been received as cleared funds in the appointed Trust account on the Contract.

**4. If Clause 3.b. is applicable:** All Parties are aware and agree if the Tenants do not vacate the property by the agreed Settlement Date of this Contract, Settlement will be extended and the Sellers will have 10 business days from the agreed Settlement Date to have the Tenants vacant from the Property and Settlement will then occur 3 business days after the Tenants vacate. If the Tenants still remain in the Property after the 10 business days after the agreed Settlement Date, the Buyer can give Notice to Terminate this Contract. The Contract will then be Terminated, and any Deposit monies paid by the Buyer will be refunded back to the Buyer without deduction.

THE SELLER/S (If Seller is a Corporation, they execute this Agreement pursuant to the Corporation Act)

**Seller Signature:** \_\_\_\_\_

**Date:** 31/8/22

**Seller Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

THE BUYER/S (if Buyer is a Corporation, they execute this Agreement pursuant to the Corporation Act)