

Vacant Possession

1. This Contract is not subject to any tenancies, and accordingly the Seller shall provide the Buyer with a vacant possession of the Property at Settlement. If the Seller is unable to provide the Buyer with a vacant possession of the Property at Settlement, then the Buyer may:
 - a) terminate this Contract by giving the Seller a notice in writing before Settlement whereupon this Contract shall be at an end and all deposit monies paid by the Buyer shall be refunded to the Buyer; or
 - b) elect to proceed with this Contract and claim compensation from the Seller for loss or damage the Buyer suffer as a result of not being provided with vacant possession. The right to claim compensation is preserved despite Settlement of this contract.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
