



ARPRA
Representing Residential Land Lease Communities

ARPRA
RESOURCES

HOMESALE KIT



FOR SALE SIGNS

- a. You are, under section 106 of the Act, entitled to display a “for sale” sign in or on the home, but only if you first inform the community owner of the intention to offer the home for sale.
- b. Any “for sale” sign must be displayed on the home, not attached to the ground itself.

This is a requirement under the Residential(Land Lease) Communities Act 2013.

Contract for the sale of a home¹

Residential (Land Lease) Communities Act 2013

Seller name and address

Seller's Representative, if any

When will I own the home?

Description of the home

Description of the residential community²

Site number on which the home is or is to be installed

Documents attached

- Copy of receipt in respect of the purchase of the home by the Seller
- Site Agreement for site number _____
- Copy of original condition report for the site
- Details, if any, of registration of the site agreement

Buyer's name and address

Buyer's Representative, if any

Price to be paid by the Buyer to the Seller \$
Deposit to be paid on \$ _____
Balance of the Price to be paid on \$ _____

Date the Buyer and Seller sign this Contract _____

¹ **home** means: (a) any caravan or other van or other portable device (whether on wheels or not) other than a tent, used for human habitation, or (b) a manufactured home as defined in the *Local Government Act 1993*, or (c) any conveyance, structure or thing of a class or description prescribed by the regulations for the purposes of this definition. (s4 of the *Residential (Land Lease) Communities Act 2013*).

² caravan park or manufactured home estate.

Seller

Witness

Buyer

Witness

THE SELLER AND THE BUYER AGREE

ACKNOWLEDGMENTS

1. The Seller is the owner of the home, free from all charges, debts and encumbrances and the home owner under the site agreement for the site in the community.
2. The Seller has agreed to sell the home to the Buyer as described and the Buyer has agreed to buy the home as described.
3. The Seller agrees, if the home is installed on the site:
 - (i) any associated structure, shed, driveway, pathway, retaining wall or any such structure or fixture including but not limited to any hardscape or landscape on the site, and
 - (ii) any plumbing or wiring that connects the Seller's home or any of the Seller's structures to the utility services provided by the community,are included in this Contract for Sale at the Price.
4. This Contract is subject to the Buyer requesting the operator to enter into a new site agreement for the site and the Buyer entering into a new site agreement for the Site on terms agreeable to the operator and the Buyer.
5. The Buyer acknowledges that the Buyer has made all enquiries and is aware of the terms of the new site agreement for the site requested by the Buyer under section 109 of the Residential (Land Lease) Communities Act 2013.

INTERPRETATION

- 5.1 In this Contract, unless otherwise indicated by the context:
 - (a) *Business Day* means a day that is not a Saturday, Sunday, public holiday or Bank holiday in Sydney;
 - (b) *Business Hour* means an hour in the period between 8am to 6pm on a Business Day;
 - (c) *GST* has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
 - (d) words used that are defined in the *Residential (Land Lease) Communities Act 2013* have the meaning as defined in that Act.
- 5.2 In this Contract, unless otherwise indicated by the context:
 - (a) words importing the singular include the plural and vice versa;
 - (b) headings are for convenience only and do not affect interpretation of this Contract;
 - (c) a reference to a party to a document includes that party's legal personal representatives, successors and permitted assigns;
 - (d) a covenant or Contract on the part of or for the benefit of two or more persons binds or benefits them jointly and severally.
6. **GST**
 - 6.1 Unless otherwise provided in this Contract, any moneys payable under this Contract have been calculated without regard to GST.

- 6.2 Any amount which is payable on account of GST as a consequence of any supply made under this Contract is to be paid to the party making the supply at the same time as payment is made for the relevant supply.
7. **COSTS AND DISBURSEMENTS**
- 7.1 Each party must pay its own legal or other costs and disbursements in relation to the negotiation, preparation and completion of this Contract and other documents referred to in it, unless expressly stated otherwise.
- 7.2. The Buyer must pay, if any, all duty (including all fines, interest and penalties) in respect of this Contract and any transactions contemplated under this Contract or otherwise arising out of, or incidental to, this Contract.
8. **PAYMENT OF THE BALANCE OF THE PRICE**
The Buyer will pay the Balance of the Price by bank cheque payable to the Seller or as otherwise directed by the Seller on or before the date of the Balance is to be paid.
10. **FURTHER ASSURANCE**
The Buyer and the Seller will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Contract and this provision will not merge on completion.
11. **COUNTERPARTS**
This Contract may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document and the date of this Contract will be the date of this Contract is signed.
12. **WHOLE CONTRACT**
In relation to the subject matter of this Contract:
(a) is the whole Contract between the Buyer and the Seller; and
(b) supersedes all oral and written communications by or on behalf of the Buyer and Seller.
13. **NO RELIANCE ON WARRANTIES AND REPRESENTATIONS**
In entering into this Contract, each party:
(a) has not relied on any warranty or representation (whether oral or written) in relation to the subject matter of this Contract made by any person; and
(b) has relied entirely on its own enquiries in relation to the subject matter of this Contract.
14. **SEVERANCE**
If any part of this Contract is invalid or unenforceable, this Contract does not include it. The remainder of this Contract continues in full force.
15. **NO MERGER**
Nothing in this Contract merges, extinguishes, postpones, lessens or otherwise prejudicially affects any right, power or remedy that a party may have against another party or any other person at any time.
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