

## **Seller to Provide Vacant Possession & End Tenancy / Lease**

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1. Whilst there are tenants currently occupying the Property with a Tenancy Agreement extending beyond the Settlement Date, the Parties acknowledge that the Buyer has entered into this Contract requiring a vacant possession of the Property at Settlement.
2. The Seller agrees at its cost to use its best endeavours to bring the tenancy to an end before Settlement.
3. If the Seller is unable to provide the Buyer with a vacant possession at Settlement despite using its best endeavours, then the Seller may elect to either:
  - a) terminate this Contract by giving the Buyer written notice 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) proceed with this Contract in which case there must be a reduction in the settlement figures in the amount of \$..... in the Buyer's favour.

(Insert amount)

This will then be the only remedy that the Buyer has in relation to any loss or damage the Buyer suffer as a result of not being provided with vacant possession.
4. The rights of the Seller in sub-clause 3 above, are subject to the Buyer having the option (if the Seller can not provide the Buyer with vacant possession upon Settlement), to terminate the Contract by giving the Seller a written notice before Settlement. If the Buyer terminates the Contract on this basis, all deposit monies paid by the Buyer shall be refunded to the Buyer.

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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

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