AND

AND

CONTRACT FOR SALE AND LEASE OF MANUFACTURED HOME

DC Conveyancing Pty Ltd

101 Lang Street, Kurri Kurri NSW 2327
Phone: 49375892
Email: admin@dcconveyancing.com.au
Ref: DK:BV:2898

Table of contents

1. Interpretation 1
2. Sale and purchase 2
3. Deposit 2
4. Settlement 2
5. Passing of title 2
6. Delivery 2
7. Risk 3
8. Vendor's warranties 3
9. Purchasers acknowledgements 3
10. Notices 3
11. Counterparts 4
12. Costs 4

SCHEDULE 5

Execution page 6

THIS AGREEMENT dated day of 2026

BETWEEN **Janelle Joy Everingham and John William Everingham** of 75/56 Carrs Road, Neath NSW 2326 (**Vendor**)

AND of (**Purchaser**)

RECITALS

A. The vendor is in the business of the construction and sale of manufactured homes.

B. The vendor and purchaser have agreed to the sale and purchase of the manufactured home described in the attached schedule.

C. Subject to completion of the purchase the lessor has agreed to lease to the purchaser the site specified in the schedule upon the terms and conditions contained in the attached lease.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

(a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

(b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;

(c) Grammatical forms of defined words or phrases have corresponding meanings;

(d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;

(e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;

(f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;

(g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and

(h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Sale and purchase

In consideration of payment of the price, by instalments if applicable, as shown in the schedule, the vendor agrees to sell and the purchaser agrees to buy the manufactured home on the terms and conditions of this agreement.

3. Deposit

On the signing hereof the purchaser shall pay to the vendor's solicitor or agent or some other nominated third party to act as stakeholder the amount shown in the schedule pending settlement.

4. Settlement

Completion shall take place on the day specified in the schedule.

5. Passing of title

Title to the manufactured home free of encumbrances and all other adverse interests shall pass to the purchaser on the day of completion. In the event that settlement does not take place on the nominated day or within 14 days thereafter due to the default of the purchaser then this agreement shall come to an end with neither party having any right of action against the other except that the deposit shall be forfeited to the vendor. If settlement does not take place within that time due to the default of the vendor then this agreement shall come to an end with neither party having any right of action against the other except that the deposit shall be returned to the purchaser.

6. Delivery

The vendor must deliver the manufactured home to the address specified in the schedule on the day of settlement.

7. Risk

The risk of loss or damage to the manufactured home remains with the vendor until completion of the sale.

8. Vendor's warranties

The vendor warrants:

(a) That the manufactured home is its absolute unencumbered property and that it has good right title and interest to pass the title thereto to the purchaser;

(b) That the vendor is over the age of 18 years, is not bankrupt and does not suffer any incapacity to convey the title to the purchaser;

(c) That the manufactured home has been built in a proper and workmanlike manner;

(d) That there are no notices from any person or public authority requiring any work or rectification to be carried out to the manufactured home;

(e) That there are no claims, demands, proceedings or other matters affecting the title to the manufactured home which may prejudice the interests of the purchaser; and

(f) That at the time of delivery the manufactured home will comply with the requirements of the Local Government Act and Regulations and all other applicable statutory requirements relating to manufactured homes.

9. Purchasers acknowledgements

The purchaser acknowledges that they have made their independent enquiries and obtained such independent advice as they have deemed necessary before entering into this agreement and have not relied upon any representation made by the vendor other than those contained herein.

10. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

(a) Delivered personally; or

(b) Posted to their address when it will be treated as having been received on the second business day after posting; or

(c) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

11. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.

12. Costs

Each party will pay their own costs in relation to this agreement.

SCHEDULE

Full description of the manufactured home:	75/56 Carrs Road, Neath NSW 2325
Location of the site:	Site no: 75 Address: 56 Carrs Road, Neath NSW 2325
Price:	$
Deposit:	$
Inclusions:	Air conditioning, Blinds, Built ins, ceiling fans, clothes line, curtains, dishwasher, inset screens, light fittings, range hood, stove, tv antenna, Gas Heater.
Settlement date (8 weeks after offer accepted)	

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY in the presence of:

Signature of witness

Signature

Print name of witness

SIGNED BY in the presence of:

Signature of witness

Signature

Print name of witness