

**SELLER'S NOTICE TO BUYER
PURSUANT TO CONDITION 1.3(a) OF THE
SUBJECT TO SALE AND TWO (2) BUSINESS DAY SPECIAL CONDITION**

TO:

.....

.....("the Buyer")

FROM:

.....("the Seller")

PROPERTY:

.....

CONTRACT between the Seller and Buyer dated("the Contract")

NOW TAKE NOTICE THAT:

1. The Seller has received another bona fide offer ("the New Offer") in respect of the Property at a purchase price that the Seller wishes to accept ("the Seller's Notice").
2. The Seller wishes to accept the New Offer.
3. Unless you, the Buyer, by 4PM on the second Business Day after the date of receipt of this Seller's Notice by notice in writing to the Seller or Seller's Agent either:
 - (i) waive the benefit of clause 1.1(a); or
 - (ii) advise that clause 1.1(a) have been satisfied

THEN the Contract shall come to an end without the necessity of either Party giving notice to the other and the Deposit and all other monies paid by the Buyer shall be repaid and there shall be no further claim under the Contract.

DATED THEday of20.....

.....

Seller

Some Examples of the expiry time of the two Business Days.

For a Seller's Notice received on a Saturday or Sunday, a Buyers Notice must be received by the Seller or the Seller's Agent by 4PM the following Tuesday.

For a Seller's Notice received on a Monday public holiday, a Buyers Notice must be received by the Seller or the Seller's Agent by 4PM the following Wednesday.

For a Seller's Notice received on Monday (non public holiday), a Buyers Notice must be received by the Seller or the Seller's Agent by 4PM the following Wednesday.