

ANNEXURE ()
SUBJECT TO SALE AND TWO (2) BUSINESS DAY SPECIAL CONDITION

This Annexure forms part of the Contract for the Sale of Land and or Strata Title for the Property at

1.1 This Contract is conditional upon:

(a) acceptance of a contract ('the Related Contract') for the sale of the Buyer's property at

..... ("the Buyer's property")

(i) by 4.00 pm on the day of 20.....;

(ii) which is to be Unconditional within 30 Days of acceptance of the Related Contract.

(iii) has a settlement date on or before the Settlement Date of this Contract;

(iv) for a purchase price of \$..... or a lesser amount acceptable to the Buyer; and

(v) is not conditional upon the sale of another property.

(b) the Seller's right to terminate this Contract as set out in clause 1.3.

1.2 The Buyer agrees to:

(a) use their best endeavours to sell the Buyer's property in accordance with clause 1.1(a) and to accept any reasonable offer that complies with clause 1.1(a);

(b) immediately market the Buyer's property for sale;

(c) notify the Seller or Seller's Agent in writing immediately upon:

(i) the Buyer having entered into a Related Contract in accordance with clause 1.1(a); and

(ii) satisfaction of each sub-clause in clause 1.1(a);

(d) keep the Seller or Seller's Agent informed of all matters referred to in clause 1.1(a) when requested.

1.3 (a) The Seller may continue to market the Property for sale but shall immediately notify the Buyer in writing if the Seller receives another bona fide offer in respect of the Property at a purchase price that the Seller wishes to accept ("the Seller's Notice").

(b) If the Buyer by 4.00 pm on the Second Business Day after the date of receipt of the Seller's Notice waives the benefit of clause 1.1(a) by notice in writing to the Seller or Seller's Agent ("the Buyer's Notice") then this Contract shall no longer be subject to the conditions in this clause 1:

*A. but shall still be subject to all other conditions in the Contract;

*B. and shall be otherwise Unconditional.

(*delete one of the above but if neither is deleted then A shall apply)

(c) If:

(i) the Buyer fails to give notice in writing to the Seller or Seller's Agent pursuant to sub-paragraph (b); or

(ii) the provisions of clause 1.1(a) have not been satisfied by the dates referred to in clause 1.1(a),

then this Contract shall have come to an end without either Party giving notice to the other and all of the Deposit and other monies paid by the Buyer shall be repaid immediately with no further claim under this Contract.

(d) The Parties agree that the Seller will not issue a Seller's Notice

(i) before the day of 20..... and

(ii) between the time that the Buyer enters into a Related Contract and any termination of that Related Contract.

1.4 "Unconditional" means free of any special conditions which if not satisfied, would entitle a buyer to terminate a contract.

1.5 In addition to clause 21 of the 2002 General Conditions a Seller Notice can be served by:

(a) delivery (without personal delivery)

to a letterbox at the address:.....

(b) a facsimile is sent to

(c) e-mailed to

and is deemed served when the computer sending the e-mail receives an acknowledgement of receipt.

Buyer

Buyer

Seller

Seller