

ANNEXURE " "

## SUBJECT TO SALE SPECIAL CONDITION

1.1 This Contract is conditional upon:

- (a) The Buyer's 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 Unconditional by ..... day of ..... 20.....
  - (iii) has a settlement date on or before the Settlement Date of this Contract; being ..... / ..... / 20 .....
  - (iv) for a purchase price of \$ ..... or an amount acceptable to the Buyer; and
  - (v) is not conditional upon the sale of another property.

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 If any of the provisions of clause 1.1(a) have not been satisfied by the date or dates referred to in clause 1.1(a), then this Contract shall come to an end without any 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.

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 Notice can be served by:

- (a) delivery (without personal delivery)
    - to a letterbox at the address: .....
  - (b) a facsimile is sent to .....
  - (c) e-mail to .....
- and is deemed served when the computer sending the e-mail receives an acknowledgement of receipt.

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Buyer
Buyer
Seller
Seller