

Contract - Annexure: Special Condition Sale Subject to Sale and Settlement of Purchaser's Property



1. This Agreement is subject to the Purchaser entering into a contract for the sale of the Purchaser's property described in Item 1 below ("Purchaser's Property") on or before the date described in Item 2 below ("Date") and that contract becoming unconditional on or before the date described in Item 3 below ("Unconditional Date") for not less than the price described in Item 4 below ("Price") (or, if the Purchaser accepts a lesser sum, then that lesser sum) and settlement on that contract taking place on or before the date described in Item 5 below ("Purchaser's Settlement Date").
2. The Purchaser shall use its best endeavours (including, but not limited to, engaging in proper marketing and advertising) to enter into a contract for the sale of the Purchaser's Property on or before the Date and that contract becoming unconditional on or before the Unconditional Date at no less than the Price and to settle on that sale before the Purchaser's Settlement Date.
3. **Right of Purchaser to Terminate**
If the Purchaser:
 - 3.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
 - 3.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
 - 3.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date, then, unless the Purchaser waives this Special Condition in writing, clause 14.3 of the Agreement shall apply.
4. **Right of Vendor to Terminate**
If the Purchaser:
 - 4.1 does not enter into a contract for the sale of the Purchaser's Property on or before the Date, or
 - 4.2 enters into a contract for the sale of the Purchaser's Property on or before the Date but that contract does not become unconditional on or before the Unconditional Date, or
 - 4.3 does enter into a contract for the sale of the Purchaser's Property on or before the Date but settlement does not take place on that contract on or before the Purchaser's Settlement Date, and
 - 4.4 does not deliver to the Vendor a notice in writing stating that the Purchaser waives its rights under this Special Condition and provides documentary evidence that the Purchaser has sufficient funds to complete settlement, within two (2) business days of the Date,the Vendor can terminate this Agreement in writing to the Purchaser.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of the Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

Item 1 Description of Purchaser's property:

Certificate of Title Details:

Street 1:

Street 2:

Suburb: State: Postcode:

Item 2 Date by which Purchaser is to enter into a contract:

Item 3 Date by which contract is to become unconditional:

Item 4 Price for Purchaser's property: \$

Item 5 Date by which settlement is to be effected:

INITIALS

Initials not required if using electronic signature