

## Subject to Sale of Buyer's Property (Contract in Place)

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1. This Contract is subject and conditional upon settlement of a Contract of sale of the Buyer=s property situated at .....  
(Insert address of Buyers property to be sold)  
  
by 5pm on .....("due date") failing which the Buyer  
(Insert date)  
may terminate this Contract by providing a written notice to the Seller given by 5pm on the due date whereupon this Contract shall be at an end and the deposit monies shall be refunded to the Buyer
2. If the Buyer has not waived the benefit of clause 1 above or fails to advise that the condition in clause 1 has now being satisfied or fails to terminate this Contract in accordance with clause 1 above, the Seller may by notice in writing to the Buyer terminate this Contract whereupon this Contract shall be at an end and the deposit monies shall be refunded to the Buyer
3. The Buyer shall keep the Seller reasonably informed on the progress of the sale of the Buyer's property.

.....  
Seller/s Signature

.....  
Witness Signature

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Buyer/s Signature

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Witness Signature

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