

## Subject to Sale of Buyer's Property (No Current Contract)

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1. This Contract is subject to and conditional upon the Buyer entering into a Contract on terms satisfactory to the Buyer for sale of the Buyer's property at:

.....  
(Insert address of Buyers property to be sold)

by 5:00 pm on ..... ("due date").  
(Insert date)

In the event the Buyer does not enter into a Contract for sale of the said Buyer's property by the due date, the Buyer 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 condition in clause 1 is satisfied, then this Contract is also subject to and conditional upon the Contract for sale of the Buyer's property becoming unconditional by 5pm on

.....  
(Insert date)

and settling by 5pm on.....  
(Insert date)

failing which the Buyer may terminate this Contract by providing a written notice to the Seller whereupon this Contract shall be at an end and the deposit monies shall be refunded to the Buyer.

3. If the Seller does not receive a notice of waiver of any particular requirement or satisfaction of any particular requirement or termination by 5.00pm on the above applicable dates, the Seller may terminate this Contract by notice in writing to the Buyer whereupon this Contract shall be at an end and the deposit monies shall be refunded to the Buyer.
4. The Buyer shall keep the Seller informed as to the progress of the sale.

.....  
Seller/s Signature

.....  
Witness Signature

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Buyer/s Signature

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Witness Signature

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