RE/MAX living

Offer to Purchase

Property:_____

Date of Offer:_____

Prospective Buyer Name(s)_____
Address:_____
Contact Numbers:_____
Home:_____
Mobile:_____
Email:_____

Offer Details
Offer Price: $_____
Deposit: $_____
Finance Date: _____
Building & Pest Inspection Date: _____
Settlement Date: _____
Special Conditions:_____

Conveyancer/Solicitor Details
Buyers Solicitor:_____
Address:_____
Contact Name: _____
Email:_____
Mobile:_____

I / We understand and authorise that this Letter of Offer will be presented to the Seller by the agent, which includes any clauses as above.

Should the Seller accept this Letter of Offer the agent will prepare and provide a contract of sale to the buyer within one business day.

Signed _____

Printed Name(s)_____

Date: _____

Special Condition

Special Condition 1 – Council Clause
This Contract is subject to an conditional upon the Buyers Solicitor receiving satisfactory search results that all council approvals on any building on the said property have been obtained on or before 21 days from the date of this contract. If there are any outstanding council approvals, the seller shall obtain such approvals prior to settlement at their expense.

Special Condition 2 - Email / Fax Clause
(a) The parties agree that a signed facsimile or email transmission of this Contract shall constitute binding contract.

(b) The Parties agree to expeditiously sign an original and duplicate copy of this Contract with the intention that the executed original will be received by the Buyer and the executed duplicate by the Seller as soon as possible.

Special Condition 3 – Deposit not sufficient for Commission
The Seller acknowledges the Deposit held by the Deposit Holder is insufficient to cover the Agent's commission and hereby irrevocably authorises and directs the Buyer's solicitor to draw a separate cheque at settlement to cover the Agent's commission less any Deposit held by the Deposit Holder.

Special Condition 4 – Buyer completing prior contract
This contract is subject to and conditional on the Buyer completing the Contract of Sale for (insert street address of property) dated (insert date of contract) made between (insert name of seller) as Seller and (insert name of Buyer) as Buyer (hereinafter referred to as the "prior contract") prior to settlement of this contract. In the event that the prior contract does not complete then the Buyer may terminate this contract by notice to the Seller and this contract shall be at an end and all deposit monies shall be refunded in full to the Buyer.

Special Condition 5 – Buyer Entering Contract of Sale
(a) This contract is subject to and conditional upon the Buyer entering into a contract, on terms satisfactory to the Buyer, for the sale the Buyer's property at (insert street address of property) in the State of Queensland by 5.00pm on (insert date) (hereinafter referred to as "the prior sale"). In the event that the Buyer does not enter into a prior sale, the Buyer may terminate this Contract by notice to the Seller given in accordance with the Terms of Contract, and this Contract shall be at an end and the Deposit must be promptly refunded without deduction.
(b) In the event that special condition (a) is satisfied, then this contract is also subject to and conditional upon the settlement of the prior sale before settlement of this contract. In the event that the prior sale does not settle for any reason, the Buyer may terminate by notice to the Seller given in accordance with the Terms of Contract, and this contract shall be at an end and the Deposit must be promptly refunded without deduction.
(c) The Seller hereby acknowledges that this special condition is for the benefit of the Buyer only and can only be waived or exercised by the Buyer.

Special Condition 6 – Sunset Clause
It is agreed by the parties hereto that the Sellers may continue to list the property herein for sale. If the Sellers receive the offer of another contract prior to the Buyers entering into a contract for the sale of their property, the Sellers shall give the Buyers notice in writing requiring the Buyers to waive the benefit of special condition (X) within three (3) working days from the date of such notice.
If the Buyers do not waive the benefit of special condition (X) by notice in writing to the Sellers within the time stipulated, the Sellers may terminate this contract whereupon all money paid as deposit shall be refunded in full.

Special Condition 7 – Disclosure of Non Approved Building Works (eg Pergola, shed etc)
(a)The Buyer acknowledges that the improvements on the Land include a (insert structure) which has been erected on the subject property without Local Government Approval.

(b)The Buyer agrees not to make any requisition, objection or claim in relation to the existence of the (insert structure) and agrees that Clause 7.6 of the Terms of Contract for Houses and Land does not apply to the (insert structure).

Special Condition 8 – Termination of Prior Contract
This contract is subject to and conditional on the contract for the sale of (insert street address of property) between (insert name) as Seller and (insert name) as Buyer (hereinafter referred to as "the prior contact") being terminated by 5.00 pm on (insert date). In the event that the prior contract is not so terminated then the Seller must notify the Buyer in writing and this contract shall be at an end and the Deposit shall be refunded forthwith to the Buyer.

If you require any other clauses please refer to Contracts Administrator