

Contract of Sale of Real Estate

Form 1 - Particulars of Sale - Insert

Vendor's estate agent: _____

Address: _____

Tel: _____ **Fax:** _____ **Dx:** _____

Email: _____

Vendor: _____

Address: _____

Tel: _____ **Email:** _____

Purchaser: _____

Address: _____

Tel: _____ **Email:** _____

Property (address): _____

Land:

The Land is described –

- in the attached copy title(s)
- and plan(s)
- as (insert title particulars) _____

and includes all improvements and fixtures.

Goods: (list or attach schedule) _____

Payment: (refer to General Condition 11)

Price \$ _____

Deposit \$ _____ by _____ / _____ /20 (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Settlement: is due on _____ / _____ /20 (refer to General Condition 10)

 unless the Land is a lot on an unregistered plan of subdivision, in which case settlement is due on the above date or
14 days after the Vendor gives notice to the Purchaser of registration of the plan, whichever is the later.

Loan*: (refer to General Condition 14) (*delete, if no finance)

The following details apply if this Contract is subject to a loan being approved:

Lender: _____

Loan amount \$ _____

Approval date: _____ / _____ /20____

Vacant possession / subject to lease: (refer to General Condition 10.1 (b) (ii))

At settlement the Purchaser is entitled to vacant possession of the property unless the words "**subject to lease**" appear in this box

GST: (refer to General Condition 13)

The Price includes GST (if any) unless the words "**plus GST**" appear in this box -

Farming business / going concern: (refer to General Conditions 13.4 or 13.5)

If this sale is of a 'farming business' or a 'going concern' then add the words "**farming business**" or "**going concern**" in this box -

Margin scheme: (refer to General Condition 13.6)

If the margin scheme will be used to calculate GST then add the words "**margin scheme**" in this box -

Terms contract: (refer to General Condition 23)

If this Contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words "**terms contract**" in this box -

and refer to General Condition 23 and add any further provisions by way of special conditions.

Encumbrances: (refer to General Condition 1.3)

This sale is NOT subject to the Purchaser taking over the Vendor's existing mortgage unless the words "**subject to existing mortgage**" appear in this box -

If this sale is 'subject to an existing mortgage' then the particulars of the mortgage are:
(insert or attach details)

Special Conditions:

This Contract does not include any special conditions unless the words "**special conditions**" appear in this box -

Special Conditions.

When filling up this Contract by including special conditions –

- (a) If there is more than one special condition, number them consecutively 1, 2, 3 etc;
- (b) The parties should initial beside each special condition;
- (c) Draw a line through any blank space remaining on this page, after a special condition has been added;
- (d) If there is insufficient space, attach additional pages

SIGNING OF THIS CONTRACT

The authority of a person signing under a **power of attorney** or as a **director of a corporation** or as an **agent authorised in writing** by one of the parties must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of this contract comprising:

- Form 1 (Contract of Sale of Real Estate – Particulars of Sale);
- Special Conditions, if any;
- Form 2 (Contract of Sale of Real Estate – General Conditions)
- Vendor's Statement.

SIGNED BY THE PURCHASER on / /20

.....

.....

print name of person signing

print name of person signing

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney", "agent")

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney", "agent")

**This offer will lapse unless accepted within [] clear business days
(3 days if none specified).**

SIGNED BY THE VENDOR on / /20

.....

.....

print name of person signing

print name of person signing

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney", "agent")

state nature of authority if applicable
(e.g. "director", "attorney under power of attorney", "agent")

This offer is accepted by the Vendor on the date the Vendor signs, unless the offer has lapsed before that date.

Vendor's legal practitioner / conveyancer:

Address:

Tel: **Fax:** **Dx:**

Email:

Purchaser's legal practitioner / conveyancer:

Address:

Tel: **Fax:** **Dx:**

Email: