



**MULCAHY & CO**  
LEGAL

## SPECIAL CONDITIONS - Real Estate Contracts of Sale

At any time a Company is purchasing, ALWAYS ensure the following Special Condition is included:

In the event that the Purchaser hereunder is a Corporation the person who executes this Contract for and on behalf of the Purchaser shall also execute the following guarantee:-

I, <INSERT DIRECTORS NAME> of <INSERT DIRECTORS ADDRESS> in consideration of the Vendor entering into the within Contract with the Company Purchaser named in the Particulars of Sale page of this Contract of Sale HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the <INSERT DIRECTORS NAME> )  
NAME> )  
in the presence of:

If the Contract is to be subject to the Purchaser selling, this clause is useful to keep the Purchaser honest in selling:

This Contract is conditional upon the Purchasers entering into an unconditional Contract of Sale in respect of their property at <INSERT ADDRESS OF PURCHASERS HOME> by the <INSERT DATE> ("the date"). The Purchasers agree to do all things necessary to sell the said property but in the event of the Purchasers being unable to sell their property by the date or some subsequent time agreed in writing by the Parties, the Purchaser must end this Contract by notification to the Vendor's Solicitor in writing, in which case they shall receive a full refund of their deposit, otherwise this condition shall be deemed satisfied and no longer applicable to this Contract.

If the Contract is to be subject to a Building Inspection, this clause is useful to ensure timely inspections:

This Contract is subject to the Purchaser obtaining a satisfactory building inspection showing no major structural defects for the dwelling contained on the land hereby sold by the <INSERT DATE>. If this inspection is not satisfactory, the Purchaser has until the date referred to in this clause to end this Contract by notification to the Vendor's Solicitor in writing, in which case they shall receive a full refund of their deposit, otherwise this condition shall be deemed satisfied and no longer applicable to this Contract.

If the Contract is for the sale of an uncompleted dwelling, this clause is useful to obtain stamp duty reductions for the Purchaser:

The Vendor warrants that for State Revenue Office purposes the percentage of building works currently completed are <INSERT %> with the remaining building works to be completed after the Contract is signed. The Vendor will provide an Off the Plan Statutory Declaration concerning same at settlement.

If the Contract is to be subject to the Vendor completing any works prior to settlement:

This Contract is subject to the Vendor completing/repairing the following items prior to settlement in a proper and workman-like manner:

### Mulcahy & Co Legal

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*We hereby confirm the above are purely sample clauses and are not a substitute for actual Legal Advice. Mulcahy & Co Legal Pty Ltd recommend that these conditions be independently verified by a Solicitor before use and no responsibility will be accepted for any loss or damages arising from their use by Mulcahy & Co Legal Pty Ltd.*

● ACCOUNTING ● FINANCIAL PLANNING ● LENDING ● LEGAL

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