



**OFFER TO PURCHASE**

PROPERTY: .....

Offer Amount: \$.....

Preferred Settlement Time: ..... Days OR / / 2018

10% Deposit: on acceptance OR Initial Deposit of \$..... and balance in ..... days

Unconditional Offer: Yes No

Conditions: (If any) .....

Finance: No Yes Amount: \$..... Lender: ..... Approval in 14 days Building

Inspection: No Yes in 7 Days

Pest Inspection: No Yes in 7 Days

Other: (Details) .....

Purchaser 1: (Full Name) .....

Purchaser 2: (Full Name) .....

Address: .....

Telephone: 1. .... 2. ....

Email: .....

We the undersigned wish to purchase the above property at the price and on the terms and conditions as stated above.

Signed .....

Name .....

Date .....

Signed .....

Name .....

Date .....

\*NOTE: The vendor's verbal acceptance of an offer is subject to a deposit paid and formal exchange of fully signed contracts.

Please see reverse for our Multiple Offer Policy

## MULTIPLE OFFER POLICY

When the Vendor is expecting multiple offers to purchase their property the following Nicholas Lynch Pty Ltd terms and conditions shall apply;

1. The Sales Consultant managing the sale of the property will contact you by telephone to confirm if you are interested in making an offer on the property.
2. You will be advised of the **offers deadline** by telephone and SMS by the Sales Consultant managing the sale of the property.
3. We will give you every opportunity to put in your best and final offer by the deadline. Your offer must be your best and highest offer. The offer must be made by fully completing the Offer to Purchase form and received by the Sales Consultant by the offers deadline.
4. The Offer to Purchase form must be sent by one of the following methods;
  - a. Emailing to the Sales Consultant
  - b. Photographing and SMS'ing to the Sales Consultant.
5. Unconditional offers are always the strongest offer and may put you at an advantage over other offers. Yours Sales Consultant will advised you of the Vendors preferred settlement time.
6. We will confirm with you by telephone and SMS or email that we have received your offer. If you have not heard from us by the deadline, then we have not received your offer.
7. Once the deadline has expired all offers will be given to the Vendor from which three (3) outcomes are possible;
  - a. Your offer to purchase was successful (see point 10)
  - b. Your offer to purchase was unsuccessful
  - c. Vendor did not accept any offer and has instructed us to continue with the sales campaign
8. It is a policy of Nicholas Lynch Pty Ltd that your offer will not be disclosed to other purchasers.
9. The successful purchaser will be required to pay the deposit and sign the Contract of Sale on the same day as verbal acceptance. Failure to comply with this requirement will re-open negotiation with other purchasers.
10. The Offer to Purchase is not to be taken as a contract with the Vendor as this offer from you and verbal acceptance by the vendor is not binding. A Contract of Sale stating the sale price and terms and conditions of the sale signed by all parties and exchanged and accompanied by a deposit is the only legally binding contract.
11. You will be notified if your offer is unsuccessful the same day as the deadline once a formal contract has been executed.
12. You will only be given a second opportunity to purchase after the deadline in the event no offer is accepted by the Vendor.
13. It is the Vendors decision to which offer they wish to accept and at their sole discretion may direct our company to alter our normal procedures.
14. The sale price will be disclosed once the sale is un-conditional and subject the sale price not being "undisclosed".