

**PUBLIC TENDER FORM**  
**80 McLaren St Adelaide 5000**  
Unless sold before hand

**IN REGARD TO THE PURCHASE OF PROPERTY AT:**

80 McLaren St Adelaide 5000 Certificate of Title Register Book Volume 5605 Folio 246.

**This is not a Contract of Sale document. Both the purchaser and vendor must sign a contract of Sale document before this tender becomes legally binding. An offer may be withdrawn at any time before signing a Contract of Sale document. Contracts of Sale may also be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the Land and Business (Sale and Conveyancing) Act 1994.**

I/We wish to submit our tender to purchase the above mentioned property and hereby submit the following details.

**Name: (Mr/Mrs/Company)** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Contact Numbers:** Office: \_\_\_\_\_ Private: \_\_\_\_\_

**Vendor:** \_\_\_\_\_

**Address and Legal Description of Land Required to Purchase:**

80 McLaren St Adelaide 5000 Certificate of Title Register Book Volume 5605 Folio 246.

**Purchase Price:** \_\_\_\_\_

\_\_\_\_\_ (words)

\$ \_\_\_\_\_ (figures)

**Deposit:** \_\_\_\_\_

\_\_\_\_\_ (words)

\$ \_\_\_\_\_ (figures)

Payable on completion of Contract, service of Form 1 and after cooling off period if applicable.

NOTE: The deposit is to be paid into the Trust Account of Walker & Keipert Pty Ltd.

**Other conditions** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Settlement:** The \_\_\_\_\_ day of \_\_\_\_\_ 2001

The Offeror acknowledges that:

1. The terms and conditions of this offer to purchase are constituted by the details set out on the Public Tender Form and the normal Contract approved by the Real Estate Institute of South Australia as referenced above. The Offeror shall be bound by these terms and conditions upon acceptance of the offer by the Vendor. The Offeror (as the Purchaser under the Contract) shall execute the Contract within two (2) clear business days of notification of acceptance of the offer.
2. The Vendor may consider and accept any tender without re-opening the tendering process and without reference to any offeror.
3. The Vendor is not bound to accept any offer lodged by the offeror.
4. The Vendor may withdraw the property from sale at any time.
5. The offeror has had adequate opportunity to inspect the property and shall be deemed to have done so and to have fully appraised itself of the physical conditions and characteristics of the property whether or not the offeror shall have inspected the properties.
6. That no warranties representations of assurances or conditions other than those contained herein or in any Information Memorandum prepared by the Vendor's Agent are given by or made on behalf of the Vendor and/or the Vendor's Agent and all other warranties representations or assurances are excluded to the extent permissible at law.
7. The offeror will purchase the Land subject to any restrictions imposed by any relevant planning or building legislation or any other legislation, regulation or ordinance which affects the properties or any part thereof.
8. When signing the Tender initial all pages of the Public Tender Form Pages 1 – 2 and sign, date and have witnessed the execution clause below.
9. Any offers are to be lodged on or before 11.00am Wednesday 14<sup>th</sup> November, 2012. at the offices of Walker & Keipert Pty Ltd, 163 Grand Junction Road, Ottoway SA 5013 on a properly initialed and signed Public Tender Form.
10. Every effort will be made to contact you on the phone numbers given above, however no warranty or guarantee will be given by the owner or the agent should the property be sold prior to close of tender, without contacting you. We recommend that you submit your tender offer as soon as possible
11. This is not a Contract of Sale document. Both the purchaser and vendor must sign a contract of Sale document before this tender becomes legally binding. An offer may be withdrawn at any time before signing a Contract of Sale document. Contracts of Sale may also be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the Land and Business (Sale and Conveyancing) Act 1994.

**EXECUTION**      **DATE:**                              The \_\_\_\_\_ day of \_\_\_\_\_ 2012

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

**WITNESS**

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

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INITIALS

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**Response to Offeror** Accepted / Rejected/Other \_\_\_\_\_

SIGNED BY VENDOR: \_\_\_\_\_ Sales Person Int.: \_\_\_\_\_ Date \_\_\_\_ Time \_\_\_\_ am/pm