

Specific Property  
Address: \_\_\_\_\_

Auction Date: \_\_\_\_\_

BIDDERS  
PADDLE NO.

The Property Occupations Act 2014 requires the auctioneer to only accept bids from registered bidders. To be registered a bidder must provide the bidder's name and address, and produce satisfactory evidence of the bidder's identity.

If you have an interest in bidding at the auction for a property or properties, please complete your name and address below and provide the auctioneer with satisfactory identification.

I/We will not be attending the Auction at the above property but wish to reserve the right to submit bids via the authorized person below and/or by telephone during and immediately after the course of the Auction. I/We hereby authorize Noterom Pty Ltd's representative to take offers, by telephone, from the person/s named below and convey them by outcry to the Auctioneer.

I/We hereby authorise and request the Auctioneer to sign the Contract of Sale for Public Auction on behalf of the party authorised to bid.

**BUYERS DETAILS (all parties nominated on Contract of Sale to be registered here):**

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

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

IDENTIFICATION: \_\_\_\_\_ (Attach copy) \_\_\_\_\_ (Attach copy)

Should I/We (the Buyers) be successful in purchasing the above property on the Auction Date, the Deposit of 5% will be payable at the fall of the hammer.

***I acknowledge the agent has made the Conditions of Sale and Contract for this property available prior to bidding. Where applicable, the agent has made the Form 23 Pool Safety Certificate OR the Form 36 Notice of No Pool Safety Certificate for this property available prior to bidding.***

The Auctioneer will not disclose the identity of any bidder to anyone other than:

- (i) An inspector or the court; and
- (ii) The seller if it is necessary for negotiations with the bidder after the property has been passed in or for facilitating the sale of the property.

\_\_\_\_\_  
**Buyer's Signature**                      **Buyer's Name**                      **Date**

\_\_\_\_\_  
**Buyer's Signature**                      **Buyer's Name**                      **Date**

**BIDDER DETAILS (authorized person to bid on buyers behalf to be registered here):**

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

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

IDENTIFICATION: \_\_\_\_\_ (Attach copy)

---

**Bidder's Signature**                      **Bidder's Name**                      **Date**

Specific Property Address: \_\_\_\_\_

Auction Date: \_\_\_\_\_

### GST ANNOUNCEMENT AND CLARIFICATION

At auction the Auctioneer will announce in clear terms:

1. If GST is to apply or not; and
2. **One** of the following applicable GST Clauses.

**IF THE SELLER IS NOT REGISTERED FOR GST:**

- The property is offered for sale on a GST inclusive basis – which means the knock down price is the sale price.

**IF THE SELLER IS REGISTERED FOR GST:**

- The property is offered for sale on a GST exclusive basis – which means the knock down price attracts GST at 10% of the selling price; or
- The property is offered for sale under the Margin Scheme – which means that the knock down bid is the sale price and GST payable by the seller is 1/11 of the margin.

### CONDITIONS OF SALE BY PUBLIC AUCTION FOR REAL PROPERTY

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. The highest approved Bidder shall be the Buyer subject to:-             <ol style="list-style-type: none"> <li>a) the reserve price, if any; and</li> <li>b) the Seller's approval.</li> </ol> </li> <li>2. A cooling off period does not apply.</li> <li>3. Building and Pest Inspection clauses have been deleted from the Contract of Sale.</li> <li>4. Finance clause has been deleted from the Contract of Sale.</li> <li>5. All Bidders must be registered. The Auctioneer may register a person as a Bidder only if the person has provided his/her name and address and satisfactory evidence of his/her identity.</li> <li>6. Bids will only be accepted from registered Bidders.</li> <li>7. Bidders must use the numbered identifier provided by the Auctioneer to make a bid during the auction.</li> <li>8. The Seller may bid, either personally or by a representative. If the Seller or their representative bids for the property the Auctioneer must announce to all other Bidders that the bid is made on behalf of the Seller.</li> <li>9. The bidder warrants their ability to enter and complete the Contract of Sale in accordance with its terms.</li> <li>10. Any person bidding on behalf of another person must provide the Auctioneer with a copy of their written authority before the auction; otherwise the Bidder will be taken to be acting on their own behalf.</li> <li>11. The Auctioneer has the discretion to refuse to accept any bid from any person. A bid will be taken to be accepted and irrevocable unless the Auctioneer, immediately after it is made, refuses it.</li> </ol> | <ol style="list-style-type: none"> <li>12. The decision of the Auctioneer is final in all matters relating to the auction and no Bidder has any right of recourse against the Auctioneer or the Seller.</li> <li>13. Without affecting condition 12, if there is any dispute over a bid, the Auctioneer may:             <ol style="list-style-type: none"> <li>a) reopen the bidding and resubmit the property for sale starting with the highest bid previously accepted; or</li> <li>b) determine the dispute in any other way the Auctioneer considers appropriate in his/her absolute discretion.</li> </ol> </li> <li>14. Immediately on the fall of the hammer, the Bidder of the highest bid accepted must sign, as Buyer, the Contract of Sale in the form displayed or circulated with these Conditions of Sale and pay the deposit to the nominated Deposit Holder at the fall of the hammer.</li> <li>15. The deposit payable under the Contract of Sale is 10% of the successful bid or any other percentage or figure nominated in the Contract of Sale.</li> <li>16. The Seller and the Buyer agree to sign all documents and do everything else necessary to transfer the property to the Buyer. The Seller and the Buyer each appoint the Auctioneer their agent to sign the Contract of Sale on their behalf. This appointment is non-revocable.</li> <li>17. If the Buyer does not pay the deposit, at the Seller's option:             <ol style="list-style-type: none"> <li>a) the result of the auction will be treated as invalid and the property may be resubmitted to public auction at the risk and expense of that Buyer; or</li> <li>b) the Seller may affirm the Contract of Sale and pursue their legal and other remedies against the Buyer as they see fit.</li> </ol> </li> <li>18. Insert Special Conditions (if any):</li> </ol> |
|--|---|

Buyer's Signature \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Date: \_\_\_\_\_

Buyer's Signature \_\_\_\_\_

Buyer's Name \_\_\_\_\_

Date: \_\_\_\_\_

## Noterom Pty Ltd Variation to Terms and Conditions of Sale by Public Auction

Property Address: \_\_\_\_\_

Auction Date: \_\_\_\_\_

Sellers Name/s: \_\_\_\_\_

Buyers Name/s: \_\_\_\_\_

If the above Property is successfully sold by Public Auction on the above date, the terms and conditions of the standard contract shall be varied as follows:

1.

2.

3.

\_\_\_\_\_  
Seller's Signature      Seller's Name      Date

\_\_\_\_\_  
Buyer's Signature      Buyer's Name      Date

\_\_\_\_\_  
Seller's Signature      Seller's Name      Date

\_\_\_\_\_  
Buyer's Signature      Buyer's Name      Date

**Noterom Pty Ltd**  
**Variation to Terms and Conditions of Sale by Public Auction**