

FURTHER TERMS OF SALE

Clause No

DUE DILIGENCE CLAUSE – Residential Property

- (a) The Due Diligence Date is the later of
.....day the day of.....201..... andworking days
after a copy of this agreement has been supplied to the purchaser's solicitor.

- (b) This Agreement is
 - (i) granted in consideration of the Purchase Price set out on the Front Page or elsewhere and also, for this due diligence clause, in consideration of the separate and additional and non-refundable payment of the sum of \$1 payable on demand by the purchaser to the vendor, and is

 - (b) subject to and conditional upon the purchaser through its advisors completing due diligence and confirming that this clause is satisfied, (meaning confirmed as satisfactory in all respects to the purchaser) by 5:00 pm on the Due Diligence Date.

- (c) It is agreed that due diligence includes all aspects of the purchase and the property including Purchaser approval of
 - (i) the location and suitability of the property, its title and any leases or encumbrances, and all rating and L.I.M. matters, and of any chattels included in the sale, and

 - (ii) the value and condition of the property; and

 - (iii) finance and insurance satisfactory in all respects to the purchaser, and

 - (iv) Purchaser approval of title,

 - (v) Purchaser confirmation that there are no seismic, structural, or quality issues or potential issues with the property

 - (vi) Purchaser approval of zoning, permitted use and environmental aspects of or issues affecting the property, and

 - (vii) Purchaser approval of suitability of the property for the purchaser's purposes, and the opportunity provided by this agreement in relation to other opportunities which may be available to the purchaser; and

 - (viii) Such other matters as the purchaser, in the purchaser's sole discretion, considers relevant.

- (d) This due diligence clause is inserted for the sole benefit of the purchaser who may decline without reasons to confirm due diligence as satisfied.

- (e) To assist the purchaser with the completion of its due diligence the vendor agrees to give consideration to all reasonable purchaser requests for further information and access to the property including the carrying out of site tests and investigations.

Initials of vendor

Initials of purchaser