

Purchaser Special Conditions:

The following special conditions will protect you as the purchaser in a property conveyance because there will not be sufficient protection in the standard conditions:

1. This Contract is condition upon the purchaser being entitled to inspect the property within five days from the date hereof. Should the purchaser not be satisfied with the property for any reason whatsoever, the purchaser shall be entitled to terminate this contract with all deposit monies refunded to the purchaser in full.
2. If there are any outstanding council approvals for any building or swimming pool or other structure on the property, the vendor shall obtain such approvals prior to settlement at their expense and shall provide evidence to the purchaser that such approvals were obtained prior to settlement failing which the purchaser may terminate the contract and all deposit monies refunded to the purchaser in full.
3. This Contract is subject to the purchasers obtaining a flood report to their satisfaction, failing which the purchaser may terminate this Contract and the deposit will be refunded in full.
4. This Contract is conditional on the Purchaser receiving search results to their satisfaction prior to *settlement. *on or before*. If the search results are not received by that date, or are not satisfactory the Purchaser may on or before that date give written notice (to the vendor) terminating this Contract and the deposit will be refunded in full provided they act reasonably.
5. This contract is subject to and conditional upon the buyer undertaking due diligence upon the subject property prior to the settlement date including any searches and/or enquiries the buyer wishes to make. Should the buyers due diligence not be to their satisfaction then the buyer may at its option terminate this contract, in which event any monies deposited will be refunded in full to the buyer.
6. This Contract is conditional upon the Buyer obtaining a Soil test *and/or Contour survey* report on the Property on or before [insert date] on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the report and may terminate this contract by notice to the Seller at any time before 5 pm on [insert date] if the report of unsatisfactory to the Buyer. The Buyer must act reasonably and if the Buyer does not terminate this contract by 5pm on [insert date] it will be treated as being satisfied with the Soil Test Report.
7. This contract is subject to the Buyer finalising a satisfactory building contract within 14 days of the contract date including compliance with any building covenants which the buyer is legally bound to perform and satisfaction with any soil test results and council requirements. The period of this clause shall be 14 days from the date of Contract, with the Buyer to give written notice to the Seller prior to this date, that it is satisfied with this clause or alternatively that the Buyer elects to terminate the contract with any deposit paid to be refunded to the Buyer. Should the Buyer fail to give notice pursuant to this clause, it is deemed that the Buyer is satisfied with this clause.
8. This Contract is subject to and conditional upon the buyer receiving a Contract of Sale on their property situated at * on or before the * with settlement taking place on or before the *, failing which, this Contract is at an end and all monies paid by way of Deposit shall be refunded in full without deduction.
9. Completion of this Contract by the Buyer is subject to and conditional upon the Buyer being released from a certain Contract of Sale entered into by the Buyer pertaining to *address*. Such release being evidenced by a letter executed by the Buyer or the

Buyer's Solicitors to be received by the Seller or the Seller's Solicitors on or before the *date*.

10. The parties agree this Contract may be signed in any separate number of counterparts, which together will constitute the one document. Delivery of a counterpart bearing the facsimile of signature will bind the party who is so represented. Furthermore the parties acknowledge that prior to signing this Contract they agreed any electronic communication could be used as a mode of communication for this transaction.
11. The Vendor acknowledges that the deposit held by the stakeholder is an amount less than the commission due to the Vendors Agent. The Vendors hereby irrevocably authorise the Purchaser and/or the Purchasers solicitor, upon the date of completion, to deduct from the purchase price the amount of the commission less the deposit held by the stakeholder herein and forward such monies to the Vendors Agent forthwith.