

Vendor Special Conditions:

1. This contract is subject to the Buyers obtaining at their expense on or before seven (7) days from the date hereof, a written report from a registered builder as to the structural soundness of the dwelling on the subject property. Should the said report conclude the dwelling is structurally unsound, the Buyers forthwith shall give a copy of the report to the Seller. The Seller shall have the option to rectify such faults prior to the settlement and shall advise the Buyer within seven (7) days of receiving the report whether they wish to do so. Should the Seller not exercise this option, then this contract shall be at an end and all monies paid by way of deposit or otherwise shall be refunded to the Buyers. (*Otherwise the standard condition allows the buyer to terminate for any reason whatsoever if their building and pest report is not to their satisfaction*).
2. This contract is subject to the Buyers obtaining at their expense on or before seven (7) days from the date hereof, a written report from a registered pest operator as to the pest infestation of the dwelling on the subject property. Should the said report conclude the dwelling is currently infested with termites, borers or other such pests; or previous damage caused by such pests has caused significant damage, the Buyers forthwith shall give a copy of the report to the Seller. The Sellers shall have the option to rectify such faults prior to settlement and shall advise the Buyer within seven (7) days of receiving the report whether they wish to do so. Should the Sellers not exercise this option, then this contract will be at an end and all monies paid by way of deposit or otherwise shall be refunded to the Buyer.
3. The Buyer agrees that the Sellers may continue offering the herein property for sale and should a Contract of sale more favorable to the Sellers be received by the Sellers, the Sellers shall give notice in writing to the Buyer requesting that the buyer within 72 hours of receipt of such notice, waive the benefits of any other condition contained this Contract. Should the Buyer not wish to waive the benefits of any other condition in this Contract within the time prescribed above, then this Contract of Sale shall come to an end and all monies paid by way of deposit by the Buyer shall be refunded to the Buyer without any deduction.
4. 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 a 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.
5. The Purchasers agree to be bound by the Building Covenants which are attached to this Contract and marked Annexure "A" including their obligation to sign a Deed of Covenant with the original Vendor prior to settlement.
6. This Contract is subject to registration of a Transmission Application by the Personal Representative in favor of the sellers as executors of the seller's estate by 14 days prior to settlement. If the Transmission Application has not been registered by that date then this sale will come to an end, the deposit will be refunded to the buyer and neither party will have any claim against the other.
7. The seller has agreed to assist the buyer in completion of this sale by lending to the buyer the sum of \$100000 on security of a registerable mortgage prepared by the seller's solicitor at the cost of the buyer over the property for a term of 3 years bearing interest at the rate of 10% payable monthly in advance and with the principal repayable at the end of the term or at any time beforehand without penalty interest and otherwise on the terms and conditions contained in the standard terms document

section 169 filed with the Department of Natural Resources and Water under the Land Title Act 1994 bearing registration number 716783565.