

General Due Diligence

1. This Contract is subject to the Buyer being satisfied in its absolute discretion on or before the due date which is("due date")
(Insert the timeframe, eg. "within 14 days from the Contract Date")
with the Buyer's enquiries ("due diligence investigation") in respect to the Matters listed below.
2. If the Buyer is satisfied with its due diligence investigation pursuant to clause 1 above, the Buyer shall advise the Seller of the same by notice in writing to the Seller given no later than 5pm on the due date.
3. If the Buyer is not satisfied with its due diligence investigation pursuant to clause 1 above, then the Buyer may by notice in writing to the Seller given no later than 5pm on the due date elect to terminate this Contract in which event neither party shall have any further claim against the other and the deposit shall be refunded to the Buyer. Termination shall be by notice in writing from the Buyer to the Seller.
4. For the purpose of clause 1 above, the word "Matters" means:
 - a) survey matters, including encroachments by and upon the Property;
 - b) town planning matters, including the zoning of the Property and development applications approved in respect of the Property and compliance with any conditions relating thereto;
 - c) leases and licences granted in respect of the various parts of the Property;
 - d) financial information in respect of the Property;
 - e) the structural condition and state of repair of any building erected on the Property and the condition of any major items of plant and equipment on the Property;
 - f) the terms of any Service contracts affecting the Property and improvements on it;
 - g) the title to the Property and any easements benefiting or burdening the Property; and
 - h) results of all searches conducted by the Buyer
5. When requested to do so by the Buyer, the Seller will use its reasonable endeavours to assist the Buyer in the due diligence investigation referred to in this clause by providing information reasonably requested.
6. The provisions of this clause shall apply notwithstanding any other provision of this Contract to the contrary.
7. If notice pursuant to this clause 2 above is not given by 5pm on the Due Date, then the Seller may by notice in writing to the Buyer terminate this Contract and the Deposit shall be refunded to the Buyer.

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Seller/s Signature

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Witness Signature

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Buyer/s Signature

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Witness Signature
