

Termination if Council Requirements Including Final Inspections Not Met

1. Should it be established that at the Contract Date that all permissions, consents and approvals and final inspections required from the local authority for the construction of the improvements on the Land have not been obtained and have not been complied with in all respects, and any such facts are not disclosed in the special conditions or elsewhere herein, the Buyer may by notice in writing to the Seller given before the Settlement either:
 - a) Terminate this Contract whereupon this Contract shall be at an end and the deposit monies shall be refunded to the Buyer; or
 - b) Require the Seller to obtain and provide the Buyer with such approvals, consents, permissions and final inspections from the local authority before the Settlement Date.

2. Should the Buyer provide the Seller with a notice in accordance with clause 1(b) above and the Seller fails to obtain and provide the Buyer with the required approvals, consents, permissions and final inspections in accordance with clause 1(b) above, the Buyer may terminate this Contract by providing a written notice to the Seller given before Settlement whereupon this Contract shall be at an end and the deposit monies 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
