

ANNEXURE ()
DUE DILIGENCE INVESTIGATIONS AND ENQUIRIES

This Annexure forms part of the Contract for the Sale of Land and or Strata Title for the Property at

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- (1) This Contract is conditional upon the Buyer undertaking due diligence investigations and enquiries about the Property and all related matters and being satisfied with the results of those enquiries including but not limited to:
- (a) a survey of the Property;
 - (b) a building inspection;
 - (c) an engineer's report as to the structural soundness of the Property;
 - (d) the zoning and lawful use of the Property;
 - (e) the legality of all structures located upon the Property;
 - (f) the requirements of any Authority that may affect the Property;
 - (g) a timber pest inspection report;
 - (h) ascertaining any encroachments to or from the Property;
 - (i) soil test;
 - (j) any safety or health issues concerning the Property including asbestos;
 - (k) any other matter that the Buyer may consider relevant.
- (2) All due diligence enquiries are made at the expense of the Buyer. The Seller agrees to give the Buyer access to the Property at all reasonable times to undertake the due diligence enquiries.
- (3) If the Buyer does not notify the Seller within ten (10) Business Days of the Contract Date that it is satisfied with the due diligence enquiries then this Contract shall terminate without any Party giving notice to the other and the Deposit and any other monies paid by the Buyer to the Seller shall be repaid to the Buyer. This clause is for the benefit of both Parties.

Buyer

Buyer

Seller

Seller