

SPECIAL CONDITION

Finance



1. The Agreement is subject to and conditional upon the Purchaser obtaining finance approval on the Terms of Finance set out below and upon obtaining a loan in those terms on or before the Settlement Date.
2. The Purchaser must on or before the Initial Date (as specified below) make written application for finance to the Nominated Lender (as specified below) and promptly take all reasonable steps to obtain finance approval on or before the Due Date (as specified below) on the Terms of Finance set out below.
3. The Terms of Finance are that the Nominated Lender shall agree on or before the Due Date to grant a loan to the Purchaser:
 - 3.1 in the sum of not less than \$
 - 3.2 at an effective rate of interest not exceeding % per annum
 - 3.3 repayable over a term as agreed by the lender
 - 3.4 based on a security as agreed by the lender
 - 3.5 upon such terms and conditions as the Nominated Lender may require.
4. For the purposes of this Special Condition:
 - 4.1 the Initial Date by which the Purchaser must make written application for finance to the Nominated Lender is the day of
 - 4.2 the Due Date by which finance approval must be obtained is the day of
 - 4.3 the Nominated Lender is
5. If the Purchaser is able to obtain finance on the terms as set out herein then the Purchaser must on or before the Due Date provide to the Agent a copy of a letter from the Nominated Lender confirming the finance approval.
6. If the Purchaser has taken all reasonable steps to obtain finance but has not been able to obtain finance by the Due Date then the Purchaser must on or before the Due Date deliver to the Agent:
 - 6.1 a notice in writing advising that the Purchaser has not been able to obtain finance in accordance with this Special Condition;
 - 6.2 copies of any letters or other documents received from the Nominated Lender refusing to provide finance on the terms as set out in clause 3 above.
7. If the Purchaser has used best endeavours to obtain finance but has not been able to obtain finance in accordance with this Special Condition by the Due Date and has served the written notice and supporting documents as required in clause 6 of this Special Condition by the Due Date then this Agreement shall terminate as at the date of service of such written notice and supporting documents and all monies paid by the Purchaser under this Agreement shall be repaid to the Purchaser and all rights and liabilities of all parties to this Agreement will cease.

INITIALS