

Contract - Annexure: Further Term of Sale Provision of Deposit by way of Guarantee



1. Deposit by Guarantee

The Purchaser will provide a guarantee in lieu of paying a deposit and deliver to the Vendor or the Vendor's Agent an original unconditional and irrevocable guarantee ("**Guarantee**") from a bank or institution approved by the Vendor ("**Institution**") in favour of the Vendor.

2. Time for Provision of Guarantee

The Purchaser must provide the Guarantee to the Agent to hold in place of the Deposit:

- 2.1 where a cooling-off period applies to this Agreement, immediately upon the expiration of the cooling-off period; or
- 2.2 where a cooling-off period does not apply to this Agreement, immediately upon this Agreement being entered into.

3. Failure to Provide Guarantee

Where the Purchaser fails to provide the Guarantee, paragraph 6.2 of this Further Term of Sale will apply, and the failure to provide the Guarantee is to be regarded as a failure to pay the Deposit.

4. Termination

If the Vendor terminates or purports to terminate this Agreement for an alleged breach or default by the Purchaser in circumstances where had a Deposit been paid, the Vendor could have sought forfeiture of the Deposit, then the Vendor is entitled in its absolute discretion to claim and receive the monies secured by the Guarantee. In such event, the Purchaser must not hinder or impede the claim and payment, and the Vendor is entitled to claim under the Guarantee all monies owing by the Purchaser to the Vendor pursuant to this Agreement.

5. Receipt of Funds

If the Vendor, in good faith, claims and receives monies from the Institution pursuant to the Guarantee and subsequently the Vendor is found not to have been entitled to terminate this Agreement for alleged breach or default, the Vendor shall not be liable to pay damages or interest, but shall repay to the Institution (or, if the Institution has been repaid by the Purchaser, the Purchaser) all monies received from the Institution pursuant to the Guarantee.

6. Expiry of Guarantee

At least two (2) business days before the day on which the Guarantee shall expire, the Purchaser shall, unless Settlement has been effected:

- 6.1 take out a further guarantee in the same terms and conditions as the Guarantee with an extended expiry date; or
- 6.2 pay to the Vendor's Agent an amount equal to the Deposit stated in Item 7 of the Schedule as a Deposit under this Agreement

INITIALS

Initials not required if using electronic signature