

# Contract - Annexure: Special Condition Sale Subject to Approval of Finance



1. This Agreement is subject to the Lender specified in Item 1 below agreeing by the date described in Item 2 to grant to the Purchaser on or before the Settlement Date a conditional or unconditional loan of not less than the amount described in Item 3 and for the Terms specified in Item 4.
2. The Purchaser will use its best endeavours to apply for and do everything necessary to obtain the loan.
3. If the Lender does not agree by the date specified in Item 2 to grant the loan conditionally or unconditionally to the Purchaser at Settlement then clause 14.3 of this Agreement shall apply.
4. Unless otherwise agreed in writing between the parties, the Purchaser must deliver to the Vendor written notice signed by the Lender that the Lender has agreed to grant the loan conditionally or unconditionally to the Purchaser at Settlement by the date specified in Item 2 below. Upon notification of the approval to the Vendor this conditional provision will be satisfied and notwithstanding that the lender may subsequently withdraw the approval the Purchaser will be bound by this Contract.
5. For the avoidance of doubt, if the Purchaser breaches any of the terms and conditions contained in this Special Condition (including, but not limited to the obligation to use best endeavours), then clause 14.3.2 of this Agreement will apply.
6. In the event of any inconsistency between this Special Condition and the Agreement, this Special Condition shall apply to the extent of any inconsistency.

**Item 1 Lender:** Name:   
Street 1:   
Street 2:   
Suburb:  State:  Postcode:

OR any other such person or institution that is deemed acceptable by the Purchaser

**Item 2 Date on or before which the Lender is to approve the loan:** Date:

**Item 3 Minimum amount of loan:** Amount: \$

**Item 4 Terms of loan:** Term of loan (in years):  commencing interest rate of loan not exceeding  % per annum

INITIALS

*Initials not required if using electronic signature*