

## ANNEXURE A

**This Annexure A forms part of the Contract of Sale for:  
3/38 Tennyson Memorial Avenue, Yeerongpilly**

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### 1. Due Diligence Condition

- 1.1 In this special condition 1 "Due Diligence Date" means that date which is 7 **days** from the Contract Date.
- 1.2 This Contract is made subject to and conditional on the Buyer being satisfied in its absolute discretion in relation to all matters it considers relevant to the Property, including (without limitation):
- a) approvals issued by the Local Government or any other relevant statutory authority or body;
  - b) searches and enquiries in respect of the Property;
  - c) the physical state and condition of the Property;
  - d) the structural or any other technical inspections of the Property and services in or to the Property; and
- collectively (**Enquiries**) by the Due Diligence Date.
- 1.3 The Seller permits the Buyer, its contractors and consultants a right to access the Property at all reasonable times after reasonable prior notice for the various purposes of an incidental to the Enquiries.
- 1.4 The right of the Buyer under clause 1.3 must be exercised at the risk of the Buyer. The Buyer must:
- a) not interfere with the Lessee in conduct of its business from the Property; and
  - b) make good any damage caused to the Property as a result of the rights of access under clause 1.3.
- 1.5 The Buyer must notify the Seller by 5:00pm on the Due Diligence Date whether or not the Buyer is satisfied with the Enquiries.
- 1.6 If the Buyer gives notice as required by clause 1.5 that it is satisfied with the Enquiries then the condition in clause 1.2 will be taken to be satisfied.
- 1.7 If the Buyer gives notice under clause 1.5 that it is not satisfied with the Enquiries, this Contract ends.
- 1.8 If this Contract ends under clause 1.7 or is terminated under clause 1.9 or 1.10, the Deposit must be refunded to the Buyer and neither party will have any claim against the other arising out of or in respect of this Contract, apart from any antecedent breach.
- 1.9 The Seller may terminate this Contract by notice to the Buyer if notice is not given under clause 1.5 by 5:00pm on the Due Diligence Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- 1.10 The Seller's right under clause 1.9 is subject to the Buyer's continuing right to end this Contract under clause 1.7 or waive the benefit of this clause 1 by giving written notice to the Seller of the waiver.

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Buyer

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Seller

## **2. Counterparts**

- 2.1** This Contract may consist of one or more counterpart copies. All counterparts will, when taken together, constitute the one document.
- 2.2** This Contract, including counterparts of it, may be exchanged electronically (email and fax).
- 2.3** A party to this Contract may execute this Contract by signing any counterpart including a counterpart issued electronically (email and fax).
- 2.4** For the purpose of Sections 11 and 12 of the Electronic Transactions Act 2001 (Qld), the Buyer and the Seller consent to information being given by electronic communications.

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**Buyer**

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**Seller**