

**19. Due Diligence [buying a home to live in]**

- 19.1 This agreement is conditional on the Purchaser being entirely satisfied with the Property following the Purchaser's due and diligent investigation of the Property including (but not limited to) an investigation of:
- (a) the soundness and quality of the buildings having regard to their age;
  - (b) town planning and other zoning or permitted use related aspects of the Property as they relate to the Purchaser's proposed use of the Property;
  - (c) all legal and title issues to the Property and any encumbrances or memorials registered thereon; and
  - (d) such other matters as the Purchaser, in the Purchaser's sole discretion, determines as relevant to the Purchaser's intended use and any other matters.
- 19.2 The parties acknowledge that the condition in clause 19.1 is inserted for the sole benefit of the Purchaser and may at any time prior to this agreement being avoided be waived by the Purchaser by giving notice of such waiver to the Vendor.
- 19.3 The parties acknowledge that the satisfaction of clause 19.1 shall be at the sole and absolute discretion of the Purchaser and if the condition is not fulfilled due to the Purchaser not being satisfied with any aspect of the Property, the Purchaser shall not be obliged to state any reasons for the Purchaser's lack of satisfaction.
- 19.4 The date for satisfaction of the condition in clause 19.1 is ten (10) working days after the date of this agreement.

**19. Due Diligence [buying an investment property]**

- 19.1 This agreement is conditional on the Purchaser being entirely satisfied with the Property following the Purchaser's due and diligent investigation of the Property including (but not limited to) an investigation of:
- (a) the soundness and quality of the buildings having regard to their age;
  - (b) the overall financial suitability of the Purchaser's proposed investment in the Property;
  - (c) town planning and other zoning or permitted use related aspects of the Property as they relate to the Purchaser's proposed use of the Property;
  - (d) all legal and title issues to the Property and any encumbrances or memorials registered thereon; and
  - (e) such other matters as the Purchaser, in the Purchaser's sole discretion, determines as relevant to the Purchaser's intended use and any other matters.
- 19.2 The parties acknowledge that the condition in clause 19.1 is inserted for the sole benefit of the Purchaser and may at any time prior to this agreement being avoided be waived by the Purchaser by giving notice of such waiver to the Vendor.
- 19.3 The parties acknowledge that the satisfaction of clause 19.1 shall be at the sole and absolute discretion of the Purchaser and if the condition is not fulfilled due to the Purchaser not being satisfied with any aspect of the Property, the Purchaser shall not be obliged to state any reasons for the Purchaser's lack of satisfaction.
- 19.4 The date for satisfaction of the condition in clause 19.1 is ten (10) working days after the date of this agreement.