

SPECIAL CONDITION

2. REBATE - PRICE

2.1 This Special Condition applies if:

- (a) the Buyer has paid the Total Deposit (or secured payment of the Total Deposit by way of lodgement of a bank guarantee) in accordance with the Contract Terms; and
- (b) the Buyer effects Settlement in accordance with the Contract Terms, and in particular effects Settlement on the first due Settlement Date (without extension).

2.2 If this Special Condition applies, the Seller will rebate to the Buyer, as a minus adjustment to the Price on Settlement, an amount equal to the Rebate.

2.3 In this Special Condition, **Rebate** means \$.....

2.4 The Buyer represents to the Seller that the Buyer:

- (a) will fully disclose the application of the Rebate to all parties who may have an interest in knowing about it, including any financier and any party who buys the Property from the Buyer;
- (b) will not make any false declaration about this Contract and the conveyance of the Property made pursuant to it; and
- (c) will not Object to the Transfer Documents being prepared by the Seller in accordance with all relevant practice notes, directions and the like issued by the Queensland Law Society, the Queensland Land Registry and the Queensland Office of State Revenue.

3. PAYMENT OF BALANCE DEPOSIT DEFERRED

3.1 The particulars in the Reference Schedule in relation to payment of Deposit do not apply and are replaced with the following particulars:

Total Deposit	\$	payable to HWL Ebsworth, Lawyers;
Initial Deposit	\$10,000.00	payable on or before the Contract Date; and
Balance Deposit	\$	payable as set out in sub-clause 2.

3.2 The Balance Deposit is payable on or before the later of:

- (a) 30 June 2018; and
- (b) the date 5 days after the Seller gives notice to the Buyer that the Seller intends to commence construction of the Building within the next 30 days.