# FIRB Rebate Condition

### This special condition 44 is conditional upon the Purchaser obtaining FIRB Approval.

### Despite any other provision of the Contract, but subject to special conditions 44(a) and 44(e), the Vendor agrees to reimburse the Purchaser for its FIRB Application fee in respect of the acquisition of the Property in accordance with this Contract up to an amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (including GST) by way of an adjustment on the Settlement Date.

### The Purchaser warrants to the Vendor that:

#### the Purchaser has disclosed all information necessary for the FIRB Application to the Purchaser’s Legal Practitioner; and

#### the Purchaser’s Legal Practitioner has advised the Purchaser that the Purchaser is likely to obtain FIRB Approval.

### The Purchaser must lodge the FIRB Application with the FIRB for its approval within 10 Business Days after the Day of Sale and must promptly provide the Vendor with a copy of the tax invoice for the FIRB Application upon request. The Purchaser must pursue the FIRB Application diligently.

### The parties agree that special condition 44(b) will only apply if the Purchaser:

#### pays the Deposit in accordance with the terms of this Contract on or before the date for payment of the Deposit specified in the Particulars of Sale; and

#### pays the Price and completes this Contract in accordance with this Contract on or before the date for Payment of Balance specified in the Particulars of Sale.

### The Purchaser must not make any objection, requisition or claim, delay settlement of or rescind or terminate this contract in respect of any of the matters set out in special condition 44.

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 **Purchaser Signature**

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 **Purchaser Name (please print)**

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 **Vendor Signature**