

## SPRING MOUNTAIN

### STANDARD INCLUSION OFFER

#### TERMS AND CONDITIONS

The Seller is offering to buyers who satisfy the eligibility criteria, as a standard inclusion when they purchase an Eligible Lot, a front fence and driveway package up to the value of \$15,000\* (**Front fence and Driveway Package**) (**Offer**).

The Offer applies to all lots at the Peet Spring Mountain Estate (**Participating Peet Estate**).

The Seller may in its sole discretion withhold any or all benefits offered under the offer if a buyer does not comply strictly with the terms of the Contract. The Seller may, at its discretion, cease offering the Front fence and Driveway Package as a standard inclusion at any time.

#### Eligible lots

The Offer is applicable to all lots in the Participating Peet Estate (**Eligible Lots**).

#### Eligibility Criteria

To be eligible for the Front fence and Driveway Package, buyers must:

- (a) execute a contract with the Seller and return the contract documents (fully executed) to the Seller or the Seller's agent within 14 days of the date of issue by the Seller for the purchase of an Eligible Lot (**Contract**);
- (b) satisfy or waive the buyers' conditions under the Contract so that the Contract is unconditional (save for the Seller's conditions);
- (c) pay the balance deposit in full; and
- (d) comply strictly in all respects with the terms of the Contract.

#### Front fence and Driveway Package

The Front fence and Driveway Package is a concessions package under which the Seller provides a timber and wire front fence and concrete driveway to the buyer's land up to the specified value, at the Seller's cost.

The front fence and driveway design, materials and tradesmen are selected by the Seller and are not negotiable.

\*The Front fence and Driveway Package is offered on the terms set out in the Contract. The value of the package stated is approximate only (and based on the package price for lot 1129) and the exact value will vary depending on the lot size, location and positioning of the house on the lot.

#### Acknowledgement, release and indemnity

Buyers who wish to take up the Offer acknowledge that they have read and understand and agree to the terms and conditions set out above and that if they execute a Contract, they will have done so in reliance



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on their own enquiries and judgment and not in reliance on anything said or done or omitted to be said or done by the Seller or any officer, agent or employee of the Seller.

In consideration of the Seller offering the Front fence and Driveway Package to the buyer, the buyer releases and discharges the Seller and its officers, agents and employees as well as any third party engaged by the Seller or its agents to undertake the work the subject of the Offer, in relation to all claims and liabilities whatsoever arising directly or indirectly out of or in connection with the Offer, any Eligible Lot and any Contract and hereby indemnifies the Seller in relation to all claims and liabilities whatsoever arising directly or indirectly out of or in connection with the Offer, any Eligible Lot, and any Contract to the extent permitted by law.

### **Definitions**

**Seller** means MTAA Superannuation Fund (Flagstone Creek & Spring Mountain Park) Property Pty Ltd and any associated entity.