



BURNS BEACH

'Building Bonus' Promotion **TERMS AND CONDITIONS**

1. The 'Building Bonus' promotion at Burns Beach Estate (**Promotion**) commences at 1pm on Saturday 10 October 2009 and concludes at 5pm on 31 October 2010 or when all stock is sold (**Promotion Period**). The Seller may extend the Promotion Period at its discretion.
2. The Promotion applies to any Contract for Sale entered into during the Promotion Period for any one (1) of the Eligible Lots.
3. The Promotion applies to the Property the subject of the Contract for Sale to which these terms and conditions are annexed.
4. The Promotion entitles the Buyer to receive a rebate of \$20,000 following Commencement of Construction of the residential dwelling to be constructed on the Property (**Rebate**).
5. To be eligible to receive the Rebate, the Buyer must:
 - (a) **achieve Commencement of Construction to the Seller's satisfaction and strictly in accordance with the applicable development approval and building licence no later than the date being two (2) years from the Settlement Date; and**
 - (b) **apply to the Seller for payment of the Rebate within thirty (30) days of Commencement of Construction having occurred.**
6. Subject to the Buyer satisfying the eligibility criteria referred to in clause 5 above, the Seller will pay the Rebate to the Buyer by cheque.
7. The Buyer will not be entitled to the Rebate if Settlement does not occur or if Settlement is extended beyond the Settlement Date, whether at the request of or due to the default of the Buyer.
8. The Rebate is non-transferable and will become null and void should the Property be on-sold to a third party.
9. The Promotion is subject to any other terms and conditions set out in the Contract for Sale.
10. The Promotion may be withdrawn, or these terms and conditions amended, at any time during the Promotion Period with or without reference to the Buyer.
11. Any monetary values expressed in this Annexure are inclusive of GST.
12. In these terms and conditions:
 - (a) **Buyer means the person named as 'the Buyer' in the Contract for Sale to which these terms and conditions are annexed;**
 - (b) **Commencement of Construction means the placement of footings/foundations and the pouring of the ground floor level slab on the Property;**

(c) Eligible Lots means:

- (i) Lot 289 on Deposited Plan 56707 (Certificate of Title Volume 2682 830); Folio
- (ii) Lot 290 on Deposited Plan 56707 (Certificate of Title Volume 2682 831); Folio
- (iii) Lot 293 on Deposited Plan 56707 (Certificate of Title Volume 2682 834); Folio
- (iv) Lot 294 on Deposited Plan 56707 (Certificate of Title Volume 2682 835); Folio
- (v) Lot 296 on Deposited Plan 56707 (Certificate of Title Volume 2682 837); Folio
- (vi) Lot 299 on Deposited Plan 56707 (Certificate of Title Volume 2682 840); Folio
- (vii) Lot 501 on Deposited Plan 52613 (Certificate of Title Volume 2652 654); Folio
- (viii) Lot 513 on Deposited Plan 52613 (Certificate of Title Volume 2652 666); Folio
- (ix) Lot 529 on Deposited Plan 52613 (Certificate of Title Volume 2652 682; and Folio
- (x) Lot 537 on Deposited Plan 52613 (Certificate of Title Volume 2652 690). Folio

(d) Property means the property the subject of the Contract for Sale to which these terms and conditions are annexed; and(e) Seller means Peet Limited (ACN 008 665 834) as trustee for the Burns Beach Property Trust.