

ALBRIGHT

TRUGANINA

*ALBRIGHT ESTATE HOUSE AND LAND SAVE UP TO \$75K PROMOTION TERMS AND CONDITIONS

These terms and conditions supersede any earlier terms and conditions in relation to any other house and land packages and are subject to change at any time without notice.

SELLING ENTITIES

The land owner is Wood Road Holdings Pty Ltd (Land Owner) and is a related entity of Villawood Properties.

The builder of the house is Porter Davis (Builder).

The Land Owner and the Builder are not related entities.

The Land Owner will not be bound by any arrangements, promises, representations or warranties made by the Builder and the Builder will not be bound by any arrangements, promises, representations or warranties made by the Land Owner.

Neither the Land Owner nor the Builder make any representations or warranties on behalf of the other entity. Each entity will negotiate its own contract terms directly with the purchaser.

HOUSE AND LAND PACKAGES

A house and land package at Albright Estate consists of land and a house which are sold separately.

The Land Owner and the Builder will separately negotiate their own contract terms directly with the purchaser.

A purchaser will be required to enter into a contract for the land with the Land Owner (Land Contract) and a contract for the construction of the house with the Builder (Build Contract).

A purchaser is not able to choose alternative land or an alternative house to be included in the house and land package without the consent of the Land Owner and Builder.

Alterations may be required to the house included in the house and land package to ensure it complies with any covenants, restrictions or requirements of a local authority.

PRICE

The advertised price of a House and Land Package is indicative only as at the date of publication and is subject to change without notice (the Advertised Price).

The Advertised Price is made up of the land value and the house construction costs. The house construction costs are based on the inclusions and specifications offered by the Builder and may exclude some items such as fencing, landscaping, driveways, connection of some services and some finishes. Further details should be sought from the Builder.

In addition to the Advertised Price, a purchaser will be responsible for any legal costs, transfer registration fees, stamp duty, adjustments, taxes and any variations or upgrades to the Build Contract, additional building works and any other costs.

REBATE

The Land Owner and the Builder are offering a rebate to all purchasers for the collective sum of \$65,000. The Land Owner's component of the Rebate is \$35,000 (Land Owner's Rebate) and the Builder's component is \$30,000 (Builder's Rebate).

For first home owners who meet the First Home Owner Grant eligibility criteria, a further \$10,000 may be available.

The Land Owner's Rebate is available independent of the Builder's Rebate. If the purchaser does not wish to build with the Builder the Land Owner's Rebate is still available in respect of the Land Contract.

Neither the Land Owner nor the Builder will be responsible or liable for the Rebates offered by the other.

The Rebate will be available on selected house and land packages only and will be available until 31 August 2019 or such other date as may be nominated by the Land Owner ("the Rebate Date"). The number of house and land packages available is limited and once all house and land packages are sold, the Rebate will no longer be available.

To claim the Rebate the following must have taken place:

- by 31 August 2019 the purchaser must have signed a Land Contract with the Land Owner; and
- by 31 August 2019 the purchaser must have signed a Build Contract with the Builder (NB: this is only applicable if the purchaser wishes to enter into a Build Contract with the Builder, otherwise this is not a condition of claiming the Land Owner's Rebate); and
- by 31 August 2019 the purchaser must have paid at least a 5% deposit on the Land Contract; and
- by 30 October 2019 the Land Contract must be unconditional, save for any condition relating to the registration of the plan; and
- the Purchaser must settle the Land Contract on the Settlement Date specified in the Land Contract.

As the number of lots available are limited, the Land Owner and the Builder reserve the right to either bring forward or extend the Rebate Date depending on the number of sales and availability of remaining lots.

The Rebate will be paid as follows:

1. Land Owner's Rebate - by way of an adjustment of the price payable at settlement of the Land Contract;
2. Builder's Rebate - by way of an adjustment of the instalment payments as determined by the Builder.

In the event a purchaser nominates an additional or substitute purchaser (who is an immediate family member, limited to a spouse, domestic partner, parent or child) under the Land Contract and in accordance with the nomination conditions specific to the Land Contract, the Land Owner's Rebate can be passed on to the substitute purchaser.

Purchasers must obtain and rely on their own enquiries in relation to the house and land package, the Land Contract, the Build Contract, any restrictions or encumbrances in relation to the land or the house and any financial or taxation aspects of the transaction.

FIRST HOME OWNERS

Any purchaser who is also a first home owner and wishes to apply for the First Home Owner Grant (the Grant) must make their own enquiries as to their eligibility for the Grant and must take all necessary steps to apply for and obtain the Grant. Neither the Land Owner nor the Developer makes any guarantee, representation or warranty to a purchaser that the Grant will be available to them.

ADVERTISEMENTS NOT TO BE RELIED UPON

Descriptions and imagery on any advertising material relating to the house and land packages is indicative only and may not be an accurate reflection of the package being sold.

Neither the Land Owner nor the Builder provide any representation or warranty as to the sufficiency or accuracy of the information contained in the advertising material and will not be held liable for any loss or damage suffered by any person who relies on the advertising material in respect of the land, the construction of the house or the house and land package.