



## ILUMA PRIVATE ESTATE, BENNETT SPRINGS

### END OF FINANCIAL YEAR PROMOTION - GENERAL INFORMATION

#### Background to the Promotion

Mirvac (WA) Pty Ltd (**Mirvac**) recently introduced a promotion for buyers who are looking to purchase a property at Iluma Private Estate, Bennett Springs (**Promotion**).

The Promotion is being run for a limited time.

Subject to the terms and conditions of the Promotion, which are set out in summary form below, Mirvac has agreed to contribute towards the payment of costs incurred by each eligible buyer at Iluma Private Estate in securing the addition of certain improvements to the buyer's Iluma Private Estate property, up to a maximum amount of \$10,000.00 (**Sum**) inclusive of GST on selected lots.

The improvements to the Property are to be in the nature of an upgrade to *fittings or fixtures* that would otherwise have been installed in any dwelling constructed on the Property by the Buyer, or such other improvements to the dwelling as may be first agreed between the buyer and Mirvac (**Upgrades**).

Payment of the Sum will only be made directly to the builder of the dwelling on the Property (**Buyer's Builder**).

#### SUMMARY OF TERMS AND CONDITIONS

The following paragraphs, which are supplied for general information purposes only, comprise a summary of the terms and conditions of the Promotion.

#### Payment Preconditions

Before Mirvac will be liable to pay any of the Sum, the following requirements must either apply or have been satisfied (as the case may be) (**Payment Preconditions**):

1. The Promotion only applies to eligible\* lots at Iluma Private Estate, Bennett Springs, Western Australia.
2. The Promotion is only open to natural persons over the age of 18 and who are acting personally (**Eligible Buyers**). The Promotion is not open to companies or registered builders or persons acting as an agent on behalf of others.
3. The Promotion is only open to Eligible Buyers who enter a contract (**Contract**) with Mirvac to purchase a lot at Iluma Private Estate (**Property**).
4. The Contract must:
  - (a) be entered into after 9:00am on 21 May 2018 and before 5:00pm (Perth time) on 30 June 2018 (**Promotion Period**);

- (b) be unconditional (except that it may be subject to finance); and
  - (c) contain a 'End of Financial Year Annexure' which sets out the terms and conditions for the Promotion (**Promotion Annexure**). \*\*
  - (d) Settlement of the contract for sale occurs on or before 26 September 2018.
- 5. The buyer must pay the Deposit by the time specified in the Contract.
- 6. The buyer must:
  - (a) provide to Mirvac a copy of the building contract between the buyer and the Buyer's Builder, including any variation of it, and that or those documents must identify the Upgrades and the prices allocated for them (**Building Contract**); or
  - (b) authorise the Buyer's Builder to provide a copy of the Building Contract to Mirvac, and the Buyer's Builder must do so.
- 7. The dwelling's concrete slab must be laid on the Property no later than 12 months after Settlement (**Key Condition**). Mirvac will require clear proof that the Key Condition has been satisfied. Accordingly, without limiting any of the other Payment Preconditions or clause 11 *below*, before Mirvac will be liable to make a payment for the Upgrades the following must occur:
  - (a) no more than 12 months after the date of Settlement the buyer must notify Mirvac in writing that the dwelling's slab has been poured, and the Buyer must include with its notice a photograph that shows the whole of the Property and the slab that has been poured on it (**Notice**); and
  - (b) Mirvac must be satisfied (acting reasonably) that the Notice shows that the slab has been poured on the Property.
- 8. The buyer must not be in breach of the Contract, including the Promotion Annexure.
- 9. Prior to Settlement, the Buyer must have disclosed the contents of the Promotion Annexure to any lending institution from which the Buyer obtained finance in order to assist with the purchase of the Property (**Disclosure**). Mirvac may insist on receiving proof of the Disclosure that is satisfactory to it (acting reasonably) before it pays the Sum.
- 10. The Sum is not payable if the Buyer has ceased to be the registered proprietor of the Property.

### **Payment of the Sum**

- 11. When all of the Payment Preconditions have been satisfied, including, for the avoidance of any doubt, the Key Condition, the Buyer's Builder will be able to give to Mirvac a signed tax



invoice (with ABN stated) for the Upgrades specified in the Building Contract. Within 28 days of receiving the invoice, Mirvac will pay to the Buyer's Builder the amount or amounts specified in it, which amounts shall not exceed in any case the maximum amount of the Sum.

#### **Other terms and conditions**

12. The Buyer must ensure that before the Building Contract is signed:
  - (i) the Buyer's Builder is aware of the contents of the Promotion Annexure; and
  - (ii) the Buyer's Builder agrees to cooperate with the Buyer and the Seller to enable the Buyer to obtain the benefit to which the Buyer is entitled under the Promotion Annexure.
13. Nothing in the Promotion Annexure will create a contractual relationship between Mirvac and the Buyer's Builder.
14. The rights conferred on the Buyer under the Promotion Annexure and in respect of the Sum will not be transferable to another person.
15. The Promotion cannot be used in conjunction with any other campaign promoted by Mirvac.
16. To the extent permitted by law, under no circumstances will Mirvac be liable to the Buyer for any indirect or consequential loss arising out of or in connection with the Buyer's participation in the Promotion or any breach of the Promotion Annexure by Mirvac. Mirvac's liability under the Promotion Annexure will be limited to that amount of the Sum (if any) that Mirvac is contractually required to pay under it.
17. No third party will be able to acquire any rights under the Promotion Annexure.
18. Under the Promotion Annexure, Mirvac will reserve the right to take appropriate legal action against the Buyer if the Buyer breaches any terms or conditions set out in the Promotion Annexure.
19. Mirvac may, in its unfettered discretion, cancel the Promotion before the end of the Promotion Period, extend the Promotion Period, or may use terms and conditions upon which the Promotion is offered (including as to the amount of the Sum) that are different from the terms and conditions that are outlined in this document. However, Mirvac will not be able to change the terms and conditions that are contained in a Promotion Annexure that forms part of a binding contract of sale unless the buyer agrees to that change in writing.

\*List of eligible lots.

Lot	Deposited Plan	Rebate Amount (GST inc)
401	DP 412702	\$10,000
402	DP 412702	\$10,000
413	DP 412702	\$10,000
414	DP 412702	\$10,000
424	DP 412702	\$10,000
445	DP 412702	\$10,000

List of eligible lots correct as at 11/6/18. Version 3.

\*\* Speak to an Iluma Private Estate Sales Consultant regarding the End of Financial Year Annexure.