

## BONUS FRONT LOT LANDSCAPING OFFER

### **Terms and conditions**

#### ***The Peet Landscaping Package Promotion at Horizon at Aston***

### **39. LOT LANDSCAPING**

39.1 The Vendor agrees that it will provide landscaping from a range of garden types available from time to time, to the front of the Property, which will include site preparation, in gravel base, advanced tree, tube stock trees, shrubs and groundcovers, turf, a consultation with a landscape designer, labour and machinery hire to the maximum retail market value set out in the table in Special Condition 39.4 as determined in accordance with this Special Condition 39 ('Landscape Works').

39.2 The parties agree that before the Vendor is required to commence any Landscape Works, the Purchaser must:

- (a) complete the construction of its dwelling on the Property in full compliance with all applicable Restrictions and this Contract;
  - (b) lodge an application to the Vendor confirming compliance with Special Condition 39.2(a) with a copy of the occupancy permit within 12 months of the Settlement Date;
  - (c) remove all rubbish, rubble and vegetation within the area to be landscaped;
  - (d) provide a level grade with a maximum differential of 300 millimetres;
  - (e) complete construction of side boundary fencing and a driveway to the Property;
  - (f) provide a clear path free of obstructions to access the area to be landscaped;
- and
- (g) provide a conduit underneath the driveway for irrigation as required for any future irrigation systems.

39.3 The application form to be lodged by the Purchaser is available at

astonhorizon.com.au. The Purchaser must select their preferred garden type from the website and select it on the application form. If the preferred garden type is no longer available then the Vendor will provide a new list of garden types and the Purchaser must then choose a replacement garden type within seven days of receiving the new list, failing which the Vendor will select a garden type which will be final.

39.4 The Vendor will complete landscaping works to the front of the land and the maximum retail market value of the landscaping works to the Purchaser will be in accordance with the following table:

Street Frontage (metres)	Lot Size (sqm)	Maximum retail market value of Landscaping Works
10.01-12.49	250-336	\$4,300.00
12.5-13.99	312-400	\$4,800.00
14.0-15.99	350-448	\$5,300.00
16.0 +	400-624	\$6,000.00

39.5 If the Purchaser fails to satisfy any of its obligations under this Special Condition 39, then the Purchaser is not entitled to, and the Vendor is no longer required to provide the Landscape Works.

39.6 The Vendor will determine the plans and specifications for, and complete the Landscape Works in the following manner:

(a) after the Vendor has approved the Purchaser's proposed plans and specifications in accordance with this Contract, the Vendor will engage a landscape designer to design the Landscape Works and provide a proposed plan to the Purchaser;

(b) the Vendor must act reasonably in considering the Purchaser's requests in relation to the Landscape Works, but the Purchaser acknowledges and agrees that the Vendor retains absolute discretion if any requests by the Purchaser cannot be incorporated, including but not limited to the appointment of contractors to perform, the selection of materials for use in, and location of, Landscape Works;

(c) the Vendor must commence the actual Landscape Works within 6 months of the Purchaser complying with Special Condition 39.2(b);

(d) the Purchaser consents to the Vendor engaging contractor/s on the Purchaser's behalf; and

(e) the Purchaser grants to the Vendor and its contractors, employees, agents and consultants a licence to enter upon and occupy such parts of the Property as are necessary.

39.7 The Purchaser acknowledges that the Landscape Works will not include driveway construction, fencing, letterbox, concrete paving, outdoor lighting or any form of maintenance after completion.

39.8 After completion of the Landscape Works, the Purchaser:

(a) is wholly responsible for any irrigation, watering and maintenance requirements; and

(b) must not make any claim for compensation or any other claim in respect of the Landscape Works.

39.9 The Purchaser acknowledges and agrees that the value of the Landscape Works is based on retail market value and that the Vendor may not and is not required to spend the retail market value in providing the Landscape Works.