

VENDOR: PEET FUNDS MANAGEMENT LTD ACN 145 992 169

PURCHASER:

PROPERTY: LOT 938, STAGE 9, "ASPECT", GREENVALE, VICTORIA, 3059

1. LOT LANDSCAPING VOUCHER

- 1.1 The Vendor agrees that it will provide the Purchaser with a voucher to the retail market value in accordance with the table set out below (inclusive of any GST) for the Purchaser to spend on landscaping in accordance with this form ('Landscape Voucher').

Lot Frontage	Voucher Value
<12.50m	\$2,000
12.50m-13.99m	\$2,300
14.00m-15.99m	\$2,700
>15.99m	\$3,000

- 1.2 The parties agree that before the Vendor is required to provide the Landscape Voucher, the Purchaser must:
- (a) complete the construction of its dwelling on the Property in full compliance with all applicable restrictions and the contract of sale of this lot; and
 - (b) lodge an application to the Vendor confirming compliance with paragraph 1.2(a) with a copy of the occupancy permit within 12 months of the settlement of this lot.
- 1.3 If the Purchaser makes an application within 30 days of settlement and in accordance with paragraph 1.2 and is entitled to a Landscape Voucher, the Vendor will contact the Purchaser and ask the Purchaser to provide a home or email address for the Landscape Voucher to be mailed by registered post or sent by electronic mail and the Vendor will send the Landscape Voucher within 45 days of receipt of the application.
- 1.4 The Purchaser acknowledges and agrees that:
- (a) the Landscape Voucher (and any part credits thereof issued by the Vendor Nominated Nursery under paragraph 1.4(i)) remains valid for 12 months from the date of issue;
 - (b) any duties, taxes, levies or charges which may be payable as a consequence of receiving the Landscape Voucher are the sole responsibility of the Purchaser;
 - (c) the Landscape Voucher can only be used at a nursery nominated by the Vendor at the time of issuing the Landscape Voucher (at the Vendor's

absolute discretion) ("**Vendor Nominated Nursery**");

- (d) if the Vendor Nominated Nursery supplies to any Purchaser goods greater than the value of the Landscape Voucher, the Purchaser must make payment of the additional value directly to the Vendor Nominated Nursery;
- (e) the Landscape Voucher is not transferable, nor redeemable or exchangeable for monetary payment or a discount or rebate on the purchase price of the Property;
- (f) if the Purchaser fails to satisfy any of its obligations under this form, then the Purchaser is not entitled to, and the Vendor is no longer required to provide the Landscape Voucher;
- (g) the Landscape Voucher may become void and may not be redeemed if it is defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way and agree that the Vendor nor its related entities will be liable to reissue a Landscape Voucher or to reimburse the Purchaser for any remaining dollar value on any Landscape Voucher which is so defaced, stolen, damaged, altered or otherwise damaged or tampered with in any way;
- (h) they are bound by all terms and conditions relating to the Landscape Voucher, including cancellations, expiry dates and lost vouchers, and agree not to make any claim or objection against the Vendor;
- (i) in the event of any dispute as to eligibility for a Landscape Voucher, eligibility will be determined by the Vendor and the Vendor's decision will be final and binding;
- (j) unless otherwise permitted by the Vendor Nominated Nursery (at its absolute discretion), the Landscape Voucher must be used in one transaction;
- (k) the Landscape Voucher:
 - (i) must be used towards landscaping of the front of the Property;
 - (ii) must be used so that no more than 25% of the Voucher Amount is used towards grass seeds or natural turf of a type approved by the Hume City Council; and
 - (iii) must not be redeemed as cash or for synthetic turf or for plants that invade native ecosystems and adversely affect the survival of indigenous flora and fauna or any other plant that causes or has the potential to cause negative environmental, social or economic impact;
- (l) any plants purchased using the Landscape Voucher must be plants selected from, or similar to, those shown in the sample garden designs attached to this form.

- 1.5 The Vendor and / or the Vendor Nominated Nursery make no guarantee regarding the availability of any stock at the Vendor Nominated Nursery.
- 1.6 The Vendor may change the Vendor Nominated Nursery at the Vendor's absolute discretion at any time without notice to the Purchaser.
- 1.7 The Vendor has discharged its obligations in full in respect of the Landscape Voucher and this Special Condition once the Landscape Voucher has been provided to the Purchaser and the Purchaser must not make any claim against the Vendor after this time for any reason whatsoever, including but not limited to any issues in redeeming the Landscape Voucher with the Vendor Nominated Nursery.

I/We acknowledge and agree to the above terms and conditions of the Lot Landscaping Voucher.

Signed:



Name:

Amir Awraham

Date:

07/04/18