

Terms & Conditions – Manor Lakes Display Builder Bonus Package

- 1 The Manor Lakes Display Builder Bonus Package (**Promotion**) runs from Saturday 20 March 2010 to Sunday 20 June 2010 inclusive (**Promotion Period**).
- 2 The Promotion entitles a Buyer to receive a display builder bonus package (**Package**) as described in the Manor Lakes Display Village catalogue.
- 3 Subject to these terms and conditions, the Package is available to all Buyers of residential land lots at Manor Lakes who also enter a contract for the construction of a home. For details regarding the availability of residential land lots, contact the Manor Lakes Land Sales Office located on the corner of Eppalock Drive and Manor Lakes Boulevard, Manor Lakes, Wyndham Vale.
- 4 A Buyer is a person who enters into:
  - (a) a contract of sale for the purchase of a residential land lot at Manor Lakes during the Promotion Period (**Land Contract**); AND
  - (b) a contract with the relevant builder (**Builder**) for the construction of a home (**Building Contract**).
- 5 To be eligible to receive the Package, the Buyer must:
  - (c) enter into a Land Contract and Building Contract during the Promotion Period;
  - (d) complete purchase and settlement in accordance with the Land Contract; and
  - (e) complete all other conditions as required by the Land Contract and Building Contract.
- 6 A Buyer will not receive the Package if the Buyer:
  - (f) extends the date for settlement in the Land Contract;
  - (g) the Buyer defaults on the Land Contract and/or Building Contract; or
  - (h) the Buyer enters into a Land Contract and/or Building Contract outside the Promotion Period.
- 7 The Package will be provided during the normal course of construction pursuant to the Building Contract.
- 8 Only one Package will be granted for each Land Contract.
- 9 The Buyer is responsible for informing any lender about the Package.

Home & Land Packages

- 10 Each home and land package included in the Promotion consists of a residential land lot and a home which are sold separately. Manor Lakes is responsible for the sale of the land only. A Buyer wishing to purchase a home and land package will need to enter into both a Land Contract with Manor Lakes and a separate contract with the relevant Builder for the Building Contract. To get the benefit of the Package, the Buyer will need to enter into the

Land Contract and the Building Contract by Sunday 20 June 2010. The Land Contract and the Building Contract must be unconditional in relation to the obligations of the Buyer. For details of participating Builders, please contact the Manor Lakes Land Sales Office.

- 11 Manor Lakes makes no representations and gives no warranties about the Builder's ability to enter into or perform the Building Contract. Manor Lakes accepts no responsibility and will not be liable for any failure by the Builder to enter into or perform the Building Contract, for any representations made by the Builder or for any loss suffered by the Buyer or any other person in any way arising out of or relating to the Building Contract, the failure of the Builder to enter into the Building Contract or the construction of a home.
- 12 The advertised price of a home and land package is valid during the Promotion Period, and:
  - (i) The price is based on the relevant Builder's specification and inclusions for the home, which can be obtained from the Builder.
  - (j) The price does not include stamp duty on the Land Contract or the Building Contract, registration fees (including registration fees in relation to the transfer of the land), local government change in ownership fees and any other fees or charges relevant to the acquisition of land or a home or the construction of a home. The Buyer will need to pay these fees and charges separately.
  - (k) The price does not include legal fees or the costs of other services which may be required by a Buyer in relation to the Land Contract, the purchase of the land, the Building Contract or the construction of the home. The Buyer will need to pay these fees and costs separately.
  - (l) The price is correct as at the time of publication, but may change as a result of variations in the inclusions or specifications of the home required by the Buyer or changes in local, state or federal government laws or requirements which affect the inclusions or specifications of the home. Unless the price is advertised as a 'fixed price', the home price may vary in other circumstances as set out in the Building Contract. The land price is subject to adjustments under the Land Contract.
- 13 Alterations may be required to the advertised home to ensure it complies with any building covenants applying to the land. The Buyer is responsible for satisfying themselves as to the compatibility of the home with the applicable building covenants.
- 14 Photographs and illustrations in advertisements are intended to be a visual aid only and may show items or inclusions which do not form part of the home and land package. Manor Lakes gives no warranty and makes no representation as to the accuracy or sufficiency of any description, illustration, photograph or statement contained in any advertisement.
- 15 Advertisements may refer to features which are not available for all home and land packages. Before making a decision to enter into a Land Contract or Building Contract, the Buyer should make their own enquiries and obtain independent advice regarding

any documentation and the full specifications for any home and land package they are interested in.

General

- 16 The Promotion is not available in conjunction with any other promotion or offer by Manor Lakes or any of its related entities.
- 17 The Promotion is subject to any other terms and conditions contained in the Land Contract or Building Contract.
- 18 Manor Lakes and its related entities assumes no responsibility for the accuracy of any particular statement and accepts no liability for any loss or damage suffered or incurred by any person or Buyer who relies upon the information in any advertisement, publication or other promotional material relating to the Promotion or participates in the Promotion, except for any liability which cannot be excluded by law.
- 19 Manor Lakes may cancel or make changes to the Promotion at any time without notice. Such changes may include adding or withdrawing Qualifying Land, or shortening or extending the Promotion Period.
- 20 The Promotion is not available for any employees of Dennis Family Corporation or their immediate families.
- 21 These terms and conditions supersede any prior terms and conditions for the Promotion.

BEFORE ENTERING A CONTRACT FOR SALE YOU SHOULD OBTAIN  
INDEPENDENT LEGAL AND FINANCIAL ADVICE.